

## **Policy Manual**

For

**Sales Representatives** 

January 2018

## **Table of Contents**

Policy Defining the Relationship Between the Independent Manufacturers Representative and AAON, Inc	3
Tulsa & Longview Order Entry Requirements	8
Procedures for Outside Net Items	9
AAON ECat32 Order Entry Screen for Outside Net Items	10
Order Revisions	11
Submittal Approval Process	12
Quick Ship Requests	13
Commissions-Sales Policy, Multi-territory Orders	14
Multi-Territory Job Notification and Agreement	17
Open Account and Sales Terms	18
AAON Credit Information and Documentation	19
Terms and Conditions of AAON's Pre-Payment Cash Discount	21
Credit Application	22
Job Information Sheet	23
State & City Sales Tax	24
National Account Sales Policy	26
National Account Protection Request Form	28
Representative Special Controls Guideline	29
Special Parts Request Form	31
Special Controls Locations Drawings	32
Shipping Policy	38
Shipping Policy for Line 5 Equipment	39
Tulsa - Rooftop Freight Rate Instructions	40
AAON RNE, BL, M3, RL, CL, CN, LN, LZ Series Freight Rates	43
AAON Freight Tables	43
Tulsa – WH/WV Series WSHP Freight Rates	45
Longview Freight Rate Instructions	47
Limited Warranty Policy Overview	50
Warranty Claims Filing Procedures	52
RGA Sample Form	54
Start-Up Repair Program	55
DISCLAIMERS OF WARRANTIES	58
Literature Policy & Procedure	59
AAON <sup>®</sup> Registered Trademarks	60
AAON® LLS. Patents	61

Rev. 180115

# Policy Defining the Relationship Between the Independent Manufacturers Representative and AAON, Inc.

- 1. AAON Inc (AAON) appoints the Independent Manufacturers Representative (Rep) to solicit orders for all products marketed by AAON in an assigned sales territory.
- 2. The Rep shall conduct his sales activities in accordance with the procedures set forth in the "AAON Policy Manual for Sales Representatives".
- 3. AAON shall have the right at its sole discretion, to change the scope of the territory.
- 4. The Rep acknowledges and agrees that it neither has, nor will acquire, any vested or proprietary right or interest with respect to the Territory, any AAON customers in the Territory, or any AAON customer lists. Rep further acknowledges and agrees that any goodwill accruing in the Territory, during the Rep's appointment, with respect to AAON or AAON products, shall be considered the property of AAON rather than the Representative.
- 5. Unless specifically authorized by AAON in writing, Rep shall not solicit orders for products from any O.E.M. or private label accounts, it being understood and acknowledged by Rep that AAON may solicit orders from such accounts directly (in which case they shall be considered "Reserved Factory Accounts" or may authorize other specially appointed AAON sales representatives to solicit orders from such accounts. Further, AAON shall have the right at its sole discretion, to designate other account categories and/or specific accounts within the Territory as accounts which shall be serviced by AAON directly as Reserved Factory Accounts, or by other Company sales representatives, regardless of whether Representative previously has serviced such account categories or accounts on AAON's behalf.
- 6. Representative shall satisfy the following responsibilities at all times during his appointment:
  - a. Rep and its staff shall conduct themselves in a manner consistent with the high image, reputation and credibility of AAON, and shall engage in no activities which reflect adversely on AAON.
  - b. Rep shall use its best efforts to solicit orders for all products, shall promote the sale of the all products in a diligent and aggressive manner, and shall forward all orders to AAON promptly.
  - c. Rep shall determine the suitability of AAON product to the requirements of the application and shall only recommend products that are suitable to the application.
  - d. Representative shall maintain an office in the Territory, which shall be open and staffed adequately, during normal business hours. Representative shall employ and maintain adequately trained and competent personnel in numbers sufficient to carry out and perform properly and fully all of Representative's responsibilities as defined in this policy.
  - e. In the event that Rep becomes aware of any actual or potential claim against AAON by any person or entity, Rep shall notify AAON immediately.
  - f. Rep shall use its best efforts to achieve sales quotas assigned periodically by AAON to the Rep. AAON shall have the right to adjust or revise any assigned sales quotas at its sole discretion, by written notice to Representative. Representative understands that sales volume is only one factor which will be considered by AAON in evaluating Representative's performance, and that the achievement of any sales quota(s) shall not preclude AAON from exercising termination of this appointment in accordance with this policy.
  - g. Rep shall furnish AAON, on a timely basis, sales forecasts, and such other information pertinent to Rep's performance as AAON may request.
  - h. Rep shall attend any and all meetings and trade shows required by AAON.

### Case 4:24-cv-00019-CVE-SH Document 2-1 Filed in USDC ND/OK on 01/12/24 Page 4 of 64

- i. Rep shall comply with all applicable federal, state and local laws and regulations in performing its responsibilities.
- j. Rep shall assist AAON in obtaining relevant financial information concerning AAON accounts and potential accounts within the Territory.
- k. Rep shall keep AAON informed as to competitive and economic conditions within the Territory which may affect the marketing or sales of AAON products.
- I. Rep shall provide complete cooperation to AAON in order to assist AAON in maximizing AAON's success within the Territory.
- 7. Rep acknowledges that it has its own independently established business which is separate and apart from the AAON's business. Rep at all times shall be considered an independent contractor with respect to its relationship with AAON. Nothing contained in this Policy shall be deemed to create the relationships of employer and employee, master and servant, franchisor and franchisee, partnership or joint venture between AAON and the Rep.
- 8. Scope and Limitations of Representative's Authority:
  - a. Rep has authority to solicit orders only and has no authority to accept orders. All orders solicited by Rep shall be subject to acceptance or rejection by AAON, in whole or in part, at AAON's sole discretion.
  - b. AAON shall have the sole right to determine the accounts to whom the Products shall be sold, and Rep shall have no right or authority to obligate AAON to sell the Products to any account.
  - c. Prices, credit terms, sales programs and other terms and conditions of sale governing transactions between AAON and its customers shall be those adopted by AAON, at its sole discretion. Rep shall have no authority to modify any such prices, credit terms, sales programs or other terms or conditions of sale, to authorize any customer to return the products to AAON for credit, or to obligate or bind AAON in any other manner.
  - d. Rep at no time shall engage in any unfair trade practices with respect to AAON or the products, and shall make no false or misleading representations with respect to AAON or the products. Rep shall refrain from communicating any information with respect to guarantees or warranties regarding the products, except such as are expressly authorized by AAON or are set forth in AAON's literature or other promotional materials.
  - e. Except as authorized by AAON, Rep shall have no authority to make collections from customers, but shall assist AAON in collections upon AAON's request, and shall remit any collected funds to AAON immediately.
  - f. Rep shall not use AAON's trade names or trademarks or any names closely resembling same as part of Rep's corporate or business name, or in any manner which AAON in its sole discretion may consider misleading or otherwise objectionable.
  - g. Rep shall comply with all policies as set forth in the "AAON Policy Manual for Sales Representatives".
- 9. Commissions shall be paid as defined under policy for "Multipliers, Commissions, & Terms" contained in the "Policy Manual for Sales Representatives"
  - a. The monthly commissions otherwise payable to Representative shall be offset by any debits issued against Representative's commission account. Debits shall be issued in accordance with the following provisions:
    - i) If any credits, discounts, rebates or allowances (except prompt payment discounts) are granted to an account after merchandise has been shipped and invoiced, a debit will be issued for the commissions allocable thereto.
    - ii) A debit will be issued for the commissions allocable to any amounts which are more than Ninety (90) days past due, and/or are written off by the Company as bad debts. Any subsequent collection of all or

### Case 4:24-cv-00019-CVE-SH Document 2-1 Filed in USDC ND/OK on 01/12/24 Page 5 of 64

any portion of such amounts shall not serve to reduce, offset, or reverse the debit. In situations in which AAON engages an attorney or collection agency, the provisions of subparagraph iii) will be controlling.

- iii) If AAON incurs any legal expense or pays any collection agency for the collection or attempted collection of any unpaid amounts from accounts serviced by Rep, a debit will be issued for the commissions allocable to the entire amount sought to be collected, and the collection of all or any portion of the indebtedness shall not serve to reduce, offset, or reverse the debit.
- iv) If Rep (or any other business entity in which Rep or any of its principals has any ownership or other financial interest) becomes indebted to AAON, regardless of the basis or nature of the indebtedness, AAON shall have the right to issue a debit against Rep's commission account for the full amount of such indebtedness or any portion thereof.
- v) Debits shall be issued during the term of this Agreement and thereafter, until the completion of the final reconciliation. All debits issued in any particular calendar month shall serve to reduce the commissions payable to Rep in succeeding calendar months until said debits have been offset in their entirety against commissions. If the debits issued against Rep's commission account at any time exceed the commissions then due Rep, AAON may require, in lieu of offsetting said debits against future commissions, that Rep pay said excess amount AAON. In such event, payment shall be made by Rep to AAON within Thirty (30) days after receipt of AAON's written demand.
- 10. AAON shall furnish Rep periodically with statements reflecting the status of Rep's commission account. If Rep has objections with respect to any such statement, whether regarding its accuracy, completeness or any other matter, Rep shall make such objection(s) known to the Company in writing within thirty (30) days after the date of the statement. ANY AND ALL OBJECTIONS AS TO WHICH WRITTEN NOTICE IS NOT RECEIVED BY THE COMPANY WITHIN THE THIRTY (30) DAY PERIOD SHALL BE DEEMED WAIVED AND ABANDONED.
- 11. Procedures for Final Settlement for Termination of Appointment:
  - a. Rep shall be given 30 days notice of cancellation. The new Rep is not allowed to solicit business for AAON during this 30-day notice.
  - b. Terminated Rep may provide AAON a list of jobs that are in progress that are expected to be ordered from AAON within 90 days from the cancellation notice. Any orders received by AAON which are on the protection list may be entered by the terminated Rep as commissioned orders if the orders are entered for production within current lead times. AAON will not accept orders that are not released for production. Exception: if it is determined that the terminated rep is not pursuing the order with AAON products, AAON may, at its discretion, allow the new Rep to pursue the order.
  - c. Any commissions becoming earned and due to Rep as of the expiration or termination date of this Agreement, or thereafter, may be withheld by AAON and shall become due, if at all, only after a final reconciliation is performed by AAON One Hundred Eighty (180) days subsequent to the termination date. In lieu of withholding the entire amount of such commissions, AAON may, at its option, withhold only that portion as AAON deems necessary for its financial protection. The Company shall debit Rep's commission account on the termination date for the commissions allocable to any outstanding invoices applicable to customers serviced by Rep, which AAON believes are uncollectible or in jeopardy of non-payment or may be subject to claims against AAON. If the debits allocable to such invoices, together with any other debits not previously offset against commissions do not exceed the amount of any remaining commissions otherwise payable to Rep, the difference between the remaining commissions and the outstanding debits then shall be considered earned and due, and thereupon shall be paid by AAON to Rep. If all outstanding debits exceed the remaining commissions, no additional commissions shall be considered earned and due, and Rep shall be required to pay AAON the difference between such outstanding debits and the remaining commissions, upon receipt of AAON's statement.
  - d. In order to expedite the final reconciliation, the Rep shall provide to AAON any and all information requested by AAON with regard to any and all accounts. This information shall include, but not be limited to, submittals, status of delivery of "Outside Net Items, and status of startup.

### Case 4:24-cv-00019-CVE-SH Document 2-1 Filed in USDC ND/OK on 01/12/24 Page 6 of 64

12. AAON shall have the right, at its sole discretion, to modify or discontinue selling any of the products at any time, without incurring any liability to Representative.

#### 13. Submission of Ideas to the Company:

In consideration for AAON's appointment of the Rep, Rep agrees that any and all business ideas, materials, procedures, policies and plans (hereinafter called collectively "the ideas") as may be submitted by Rep to AAON during his/her appointment, and which pertain directly or indirectly to the business of AAON, shall belong to and be deemed to be the property of AAON. Unless otherwise agreed expressly in writing by an officer of AAON, AAON shall not be required to compensate Representative in any manner for the ideas, regardless of whether AAON utilizes or does not utilize the ideas, in whole or in part. Rep agrees to execute any additional documents as may be necessary to effectuate these provisions.

#### 14. Proprietary Information:

All financial, engineering, sales, marketing or other information disclosed by AAON to Rep as a consequence of Rep's relationship with AAON shall be treated by Rep as AAON's trade secrets and shall not be disclosed by Rep to any other person, firm or entity, during the term of this appointment or thereafter, without the prior written consent of AAON, except to the extent that such information is in the public domain at the time of its disclosure to Rep or thereafter becomes in the public domain through no fault of Rep.

#### 15. Rep's Business Expenses.

Rep shall bear the entire responsibility for any and all expenses incurred in connection with its business (including, but not limited to lease holding expenses, salaries, telephone and traveling expenses), and AAON shall not be obligated to pay any such expenses or to reimburse Rep.

AAON shall have no responsibility for the payment of withholding, Social Security or unemployment taxes, or any similar taxes or other payments, with respect to commissions earned by Rep. If, notwithstanding the provisions of this paragraph, any such taxes or payments ever are assessed against AAON, Rep shall reimburse AAON promptly for all sums paid by AAON, including any interest or penalties.

#### 16. Duration of Appointment:

A. Either Rep or AAON may terminate this appointment, at will, at any time either with or without cause. If the termination is without cause, Thirty (30) days advance written notice must be provided by the terminating party to the other party. EACH PARTY ACKNOWLEDGES THAT SUCH THIRTY (30) DAY PERIOD IS ADEQUATE TO ALLOW IT TO TAKE ALL ACTIONS REQUIRED TO ADJUST ITS BUSINESS OPERATIONS IN ANTICIPATION OF TERMINATION. If the termination is for cause, no advance notice shall be required, but may be provided at the option of the terminating party. "Cause" for purposes of this paragraph shall include, but not necessarily be limited to, the following:

- i) In the case of termination by Representative, cause shall exist if AAON materially breaches any provision of this appointment policy.
- ii) In the case of termination by AAON, cause shall exist:
  - a) If Rep fails to achieve any sales quota(s) assigned by AAON, fails to satisfy any of its other responsibilities provided in Paragraph 6 or breaches any other policies set forth in the Policy Manual for Sales Representatives"; or
  - b) If Rep is unable, by reason of illness or disability of any of its employees, to perform any of its responsibilities hereunder; or
  - c) If Rep sells its business or merges its business with another company, or if there is any other change in the management or control of Rep's business.

### 

- iii) Cause shall exist for termination by either party if the other party assigns or attempts to assign this appointment, except as permitted hereunder, liquidates or terminates its business, is adjudicated a bankrupt, makes an assignment for the benefit of creditors, invokes the provisions of any law for the relief of debtors, or files or has filed against it any similar proceeding.
- B. Upon termination of this appointment, Rep shall cease holding itself out in any fashion as a sales representative for AAON, and shall return to AAON, all sales literature, price lists, computer software, customer lists and any other documents, materials or tangible items pertaining to AAON's business, with the exception of any AAON product, which may have been purchased by Representative.
- C. THIS APPOINTMENT IS EXECUTED BY BOTH AAON AND REPRESENTATIVE WITH THE KNOWLEDGE THAT IT MAY BE TERMINATED. NEITHER REPRESENTATIVE NOR THE COMPANY SHALL BE LIABLE TO THE OTHER FOR COMPENSATION, REIMBURSEMENT FOR INVESTMENTS OR EXPENSES, LOST PROFITS, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES OF ANY OTHER KIND OR CHARACTER, BECAUSE OF ANY EXERCISE OF ITS RIGHT TO TERMINATE THIS APPOINTMENT..
- 14. Applicable Law, Forum Selection and Consent to Jurisdiction. This APPOINTMENT shall be governed and construed in all respects in accordance with the laws of the state of Oklahoma. Any litigation instituted by Rep against AAON pertaining to any breach or termination of this appointment, or pertaining in any other manner to this.
- 15. Miscellaneous.

Representative shall maintain automobile insurance, general liability insurance, and any other insurance required by applicable laws or regulations.

## Tulsa & Longview Order Entry Requirements

An order is considered entered when AAON is in receipt of a properly executed order. This includes a written Purchase Order from the customer, a complete .aef file from the AAON Ecat32 software, any Special Pricing Authorization Forms (SPA) that apply to the equipment being ordered, information on customer supplied parts, and the sales tax exemption certificate if required. Lead times for shipping of equipment will be scheduled once all required order documents are received by the AAON Order Entry Department.

All AAON representatives are required to have e-mail capability. Send a list of e-mail addresses for your company to the AAON Sales Assistant. Please ensure your lists are updated quarterly.

A properly executed purchase order is defined as follows:

- 1. Specifies the AAON equipment being purchased and the agreed upon price. Statements such as,"per plans and specifications" are not acceptable.
- 2. Agrees to AAON Terms & Conditions of the sale.
- 3. A duly authorized employee of the customer must sign Purchase Order or the order form.

#### In order to facilitate the timely and orderly flow of orders, the following procedures will apply:

- 1. Orders may be taken as a "buy-resell" order by reps with an approved credit line. Sales rep firms should ensure that their open account credit information has been sent to AAON's credit department, or a credit card number is included.
- 2. Orders taken by the sales representative as "buy-resell" orders are based on the reps credit only. Whether or not the "resale" customer pays on time or does not pay at all, does not change the reps responsibility to pay AAON on time.
- 3. Orders may be placed in "AAON's name" at the rep's discretion if the customer has a sufficient credit line to justify the order. All orders taken in "AAON's name" must be qualified under AAON's credit terms and Terms & Conditions of sale. All orders must be made out to AAON, Inc. Orders made out to AAON, Inc. c/o representative will not be accepted.
- **4.** Only <u>released</u> orders will be entered and assigned a production slot.
- 5. An order must be submitted via email to the correct Order Entry department <a href="mailto:aaonorders@aaon.com">aaonorders@aaon.com</a> for unit, curb and Ecat coil orders (Parts and WSHP orders will continue to be processed through the website). Orders sent are not always orders received. You should confirm with Order Entry that orders sent were received. The original documents must be in the appropriate manufacturing location before the order will be shipped.
  - **6.** All correspondence regarding entering, cancelling, or changing an order must be in writing, via e-mail and must be received and acknowledged **prior to shipment.** Verbal instructions are not acceptable.
  - 7. Orders cancelled after being entered are subject to a cancellation charge, assessed on a per-job basis.
  - 8. In order to facilitate a "fast track" shipment, a rep, with an approved credit line, can release an order against his open account by emailing the order to the Order Entry department. Units, curbs, or other items in stock can typically ship within one to two weeks.
  - 9. Orders shipped on more than one release will be invoiced per release. Additional freight will be incurred.
  - **10.** If curbs are required prior to unit delivery, they should be placed on a separate order.
  - **11.** The AAON standard multiplier is applied to list prices from AAON Ecat32.
    - a. Unit List Price x Multiplier + Freight = Rep Cost
    - b. Customer Sale Price Rep Cost = Commission
  - **12.** The Order Acknowledgments are available online at <a href="www.aaon.com">www.aaon.com</a> under the rep login in the "Document Viewer" to the firm placing the order once the order has been released from engineering and has been assigned an available date. It is the rep's/customer's responsibility to see that all items on the order acknowledgments are correct; especially if a revision to the original order has taken place.

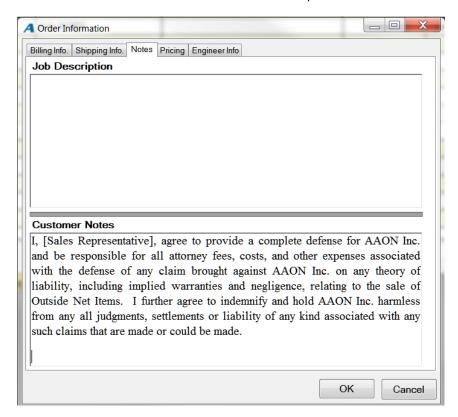
#### Procedures for Outside Net Items

A sales representative may add to the order Outside Net Items. Outside Net items are either goods or services which the sales representative is solely responsible for providing to the customer. The sales representative shall indemnify, defend and hold AAON Inc. harmless for any claims brought by the customer for non-performance related to the Outside Net Items as provided by the sales representative. AAON reserves all rights and defenses to any other claims that may be brought by a customer.

In order for AAON to accept orders with Outside Net Items, the sales representative must provide AAON the following agreement:

I, (Sales Representative's Name) agree to provide a complete defense for AAON Inc. and be responsible for all attorney fees, costs, and other expenses associated with the defense of any claim brought against AAON Inc. on any theory of liability, including implied warranties and negligence, relating to the sale of Outside Net Items. I further agree to indemnify and hold AAON Inc. harmless from any all judgments, settlements or liability of any kind associated with any such claims that are made or could be made.

You may enter the above in the customer notes section of the order. Sample as follows:



No order with Outside Net Items will be accepted without this agreement in the Customer Notes section of the order form.

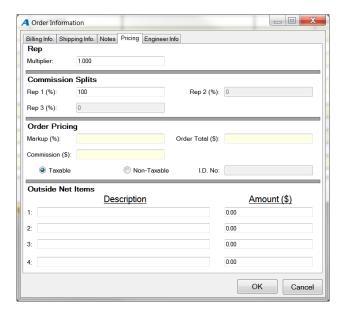
No order containing a Net Outside Item including any field applied coil coating will be accepted.

#### Background:

The previous informal policy allowed the sales representative to enter an order with Outside Net Items. The customer may have been under the impression that AAON is responsible for the goods and services listed as Outside Net Items and is responsible for non-performance. Since this has never been the intent of the Outside Net Item process, this change corrects this misconception.

Field Applied Coil Coatings will no longer be allowed with Outside Net Items. It has been demonstrated that field applied coatings are significantly less effective than factory AAON factory coatings and AAON Inc. does not endorse any coating product for field application.

## AAON ECat32 Order Entry Screen for Outside Net Items



#### This should be added to the following:

- 1. Policy Manual background,
- 2. ECat32 screen, and
- 3. AAON Order Form Customer Notes:

In processing Outside Net Items, AAON allows the sales representative to add the sales representative's pricing for the goods and services the sales representative is providing to the customer on the AAON Sales Order. AAON then pays that same amount to the sales representative when AAON is paid. AAON is not a party to the sale of the goods or a service provided under this transaction as AAON only collects funds as shown on AAON's Sales order and disburses those funds to the Sales Representative after collection. In exchange for providing this service, the sales representative agrees to defend and indemnify AAON for any claims from customers relating to Outside Net Items. The customer should directly contact the sales representative to resolve any problems with outside net items.

#### Order Revisions

Any changes to an order must have a revised .aef file, a revised purchase order if the total has changed, and include a cover letter detailing **each** change. One number/letter difference in the AAON model number can make a profound change in the unit, so changes must be clearly defined.

All changes to existing orders are very disruptive and costly to the order entry, engineering and manufacturing process. Since all AAON orders are processed through our engineering department, changes most often require engineering rework to change wiring diagrams and bills of material. Additional time is additional cost. This cost will be added to the job for **each** change.

If a change to an order is necessary, AAON will assess a change fee for each change based on actual expenses. Generally, the following procedure will be used to develop the cost for the change(s). All possibilities can't be covered by the situations listed below. The AAON Director of Sales will have final authority in determining charges. The fees listed below should be considered the minimum charge.

- 1. If the change is caused by incorrect or misapplied order materials or before the normal lead time for the specific product the change fee will be the cost difference between the new and the original order plus \$300 net or as determined by the Director of Sales.
- 2. If the change is between the normal lead-time and 3 weeks prior to the shipping date, the change fee will be the cost difference between the new and the original order plus \$1,000 net or as determined by the Director of Sales.
- 3. If the change is between 3 weeks and the date the unit is scheduled to ship, no credit will be given for option or feature changes and the new cost will be the changed option or feature cost plus \$2,500 net or as determined by the Director of Sales.
- 4. If the unit is in production, changes may not be possible, however, if it is possible, then no credit will be given for option or feature changes and the new cost will be the changed option or feature cost plus \$5,000 net or as determined by the Director of Sales.
- 5. Once a change is initiated, seven days will be added to the lead date. For every day thereafter the order remains on hold, an additional day will be added to the lead date.

#### To process a change to an existing order, the following procedure must be followed:

- 1. Submit a Request for Change to the AAON Order Department. This request must include a revised .aef file and a letter detailing the specific change request. Be sure to include the AAON order number to prevent duplication of an order. If the order is buy/resell, a revised PO will be required.
- 2. You will receive a response from AAON to your Request for Change within 3 days. This will acknowledge that no change can be made or that we can make the change and the associated change fee for acceptance before any change is made.
- 3. Send the order change to the AAON Order Department with a reference to the Request for Change you sent previously and your agreement to the response you received.

#### Unless agreed otherwise, all Change Fees will be added as follows:

- 1. On Buy/resell orders, charges will be added to the total cost of the order and a revised PO must be provided.
- 2. On orders sold direct to your customers, charges will be deducted from your commission or you may submit a revised Customer Purchase order to cover the cost of the change.

**NOTE:** Any Change to an existing order may (and probably will) delay shipment. Prices for changes are not negotiable.

## Submittal Approval Process \*Needed for LN, LZ, RL, CN, BL, M3, FZ & RN-E units\*

If SPAs are needed, please continue to request them from <u>aaonapps1@aaon.com</u> or by calling (918) 382-6274.

After the order is secure and is ready for submittal, use the following procedure:

- 1. When ready for submittals, send complete .aef file and purchase order including all SPAs.
- 2. Indicate to AAON Sales Support Manager that submittals are needed and to put the order on hold.
- 3. AAON will review the documents, generate any submittal information not available from ECAT & send them to the sales representative for review; AAON will send the wiring diagram.
- 4. Review and comment in the review block of the submittal as necessary and return it to AAON.
- 5. If the submission needs to be revised & resubmitted return it to AAON and AAON will make the necessary modifications.
- 6. Once approved the order will be processed and released to production.
- 7. Lead times will start when signed and approved submittals are received.

Please enter orders for Line 5 equipment separately from other models if the other equipment will have a different release or delivery date.

## **Quick Ship Requests**

#### **Premium Shipments and Premium Lock Shipments:**

AAON receives a large number of requests for products to be produced and shipped quicker than stated lead times. These requests are referred to by AAON as *Premium Shipments or Premium Lock Shipments*. The word "*Premium*" refers to the additional cost associated with higher multipliers for orders to be delivered sooner than posted lead times for equipment. AAON also offers *Premium Lock shipments* (no sooner, no later) in order to accommodate a critical or specific delivery date. In accordance with the AAON Shipping Policy, a dedicated truck or trucks are <u>required</u> in order to meet the onsite delivery date; <u>a dedicated shipment is a separate cost and not included in Premium Shipments or Premium Lock Shipments</u>. Dedicated shipments require the "Trailer Load" rate no matter how small the quantity of units shipped.

#### Requesting a Premium:

To request either type of shipping premium, <u>send a request by email to the Customer Service Department</u>. Voicemails are <u>not</u> acceptable, even if you give a description. Your email must include the following:

- 1. Attach the .aef file for the order.
- 2. Any and all Special Pricing Authorizations (SPA) must be identified in the .aef and attached with this email. Failure to do so may void any premium shipment offer.
- 3. Indicate the date required for shipment.
- 4. Because a *Premium Shipment* is considered a priority, if the unit is available sooner than the requested date, it will be shipped at that time.
- 5. If you cannot receive the unit before a certain date, you need to indicate that in the email request and ask for a *Premium Lock Shipment*. This will also need to be indicated when you submit the order.

Orders that have already been sent to AAON (in-house) can also be requested to be a premium shipment. Contact Customer Service with the Sales Order number (DSO) and requested ship date.

#### **Request Response:**

It can take 24 to 48 hours (and sometimes longer) to determine if a Shipping Premium can be offered. To be safe, do not wait until the last minute to ask for a premium. The Production Department has to evaluate parts availability and the lead-time for the required parts. The backlog in Engineering and in Production has to be evaluated to see if there are hours available to accommodate the expedited order. When bidding jobs, please keep in mind the time delay of 24 to 48 hours or more for determining the availability of a shipping premium. You will be notified as soon as possible if a shipping premium can be offered. In some cases, it may not take 24 hours for an answer. If your request is for an order that has already been entered, you will still be notified as quickly as possible if it is approved, along with the associated multiplier.

#### **Premium Authorization Letter and Order Entry:**

Customer Service will contact you as soon as possible regarding both the <u>availability and the increased multiplier</u>. If you accept the increased multiplier in order to accommodate your shipping request, you will be sent a *Premium Authorization Letter*. This letter must be signed and included with all other items required at time of order entry.

#### **Change Orders to Premium Shipments:**

Since the Production Department spends considerable time evaluating the requirements to expedite production for your project, change orders are generally frowned upon. Changes can sometimes be accommodated. In order to preserve your ship date, first determine if the change can be done in the field. If that is not possible, a change order could add a few days to a week, or in the worst case, it could even mean the order reverts back to a standard lead-time. Much depends on the change requested and where the order is in the production cycle at the time of request. If the change order causes the project to revert to a standard lead-time, the shipping premium will not be reimbursed. Standard change order charges will also apply.

## Commissions-Sales Policy, Multi-territory Orders

#### **Commission orders**

The following guidelines have been established pertaining to the distribution of commissions on AAON sales. AAON, Inc. reserves the right to have final judgment in all commission disputes and/or disagreements between Representative firms and/or AAON. Under no circumstances will AAON be liable for more than the full commission for any specific order. No commission will be paid to the Representative for warranty parts. This section does not apply to National Account Sales.

**Buy-Resell:** The Representative will be given a "Net Cost Multiplier" for the Company's List Price from AAONEcat. At this net cost, if the Representative can qualify under the Company's credit terms and "Terms and Conditions of Sale", the Representative may purchase AAON products, which have been specified and will be sold in the Representative's territory. The Representative may resell said products to his customer. Under these conditions, no commission will be due the representative.

Orders Taken in the Company's Name: AAON will pay to the Representative, as a commission, all monies in excess of the "Net Cost", as described in the Buy-Resell section above, less any applicable freight, sales taxes, and/or fees, after AAON has been paid in full.

#### **Multi-Territorial Orders**

Projects that are specified and/or bid and/or ordered from more than one Representative's territory **must** be taken in the **company's name** with the commission dollars distributed by the company to all reps involved. Buy/Resell is not allowed for multi-territory [unless written consent is provided by all reps to Order Entry at the time the order is placed]. AAON requires a copy of a signed Multi-Territory Agreement form (provided in this document) to be included with an order that has a commission split. If the Multi-Territory form is not provided at the time the order is placed, Order Entry will process the order but will not send the order to Engineering for processing.

All commission split percentages must appear on the order form in the .aef file. All split commission projects require communication between all parties involved, prior to bidding, in order to establish minimum/maximum commission guidelines and other pertinent bidding information. A form is attached for use by the specifying Rep to request commission division for a job in another territory. The form must be sent to both AAON and the Rep bidding the job. **AAON accepts** no responsibility for initializing communication between either the Rep calling on the specifying engineer or the Rep bidding the job. **Failure to communicate this information will increase the possibility of unpaid commissions.** It is required that all parties involved sign the agreement portion of the form. The rep must send copies of the signed form to the applicable AAON regional managers. **A copy of the signed form must be provided at the time the order is placed.** Failure to provide Multi-Territory form at time of order entry may result in forfeiture of commissions. AAON will honor all such agreements and disperse commissions in accordance with the agreement after AAON has been paid in full.

#### **Notification**

In order for a Representative to claim Engineer Specification credit or Owner Specification credit, a "Multi-Territory Job Notification Form" must be sent to the Representative in whose territory the job will be bid prior to job bidding, stating the location of the job, the equipment being specified, and the approximate date the job will be bidding. A copy of this form must also be sent to AAON Regional Manager for each affected territory. A preliminary agreement should be made prior to bidding and a final agreement made after completion of the bidding process. This allows for the documentation of the bidding process and any changes that may occur. In the event a Multi-Territory Job Notification Form has not been received by the bidding representative(s), it shall be the responsibility of the bidding representative(s) in the job location territory or other territory to contact the Engineering Representative prior to bidding or quoting the job, by locating the Engineering-Architectural firm to determine where the project originated. In situations where there are Government entities (i.e., the US Army Corps of Engineers), the bidding representative(s) shall inform their local Regional Manager who will then send out an email to the principals in their territories prior to bidding or quoting the job for the purpose of executing the Multi-Territory Job Notification Form.

If a signed Multi-Territory form stating commission division between representatives does not exist and a disagreement arises, AAON will apportion the payable commissions, as AAON interprets the job situation, as follows:

**Owner Specification Credit:** In the event that a Representative causes the owner to express a preference for AAON equipment to the specifying or purchasing authority, as described below and in the AAON Commission Split Table, that Representative shall receive a percent of the total commission which shall be deducted from the specification and/or order credits otherwise payable as follows:

- a. If the owner directs the Specifying Engineer or the purchasing Contractor to buy AAON, Inc. units only, forty percent (40%) of the commission dollars will go to the Representative calling on the owner, and the Rep calling on the engineer shall receive twenty percent (20%) if he/she works with the engineer on the actual layout.
- b. If the owner directs that AAON, Inc. be listed as a basis of bid with one alternate, thirty percent (30%) of the commission dollars will go to the Representative calling on the owner, and the Rep calling on the engineer shall receive the remaining specification credit if he/she works with the engineer on the actual layout.
- c. If the owner directs that AAON, Inc. be listed as the design basis with "or equal" manufacturers, twenty percent (20%) of the commission dollars will go to the Representative calling on the owner, and the Rep calling on the engineer shall receive the remaining specification credit if he/she works with the engineer on the actual layout.
- d. In the situation where the owner directly purchases AAON equipment or instructs the direct purchase of AAON, the Representative working with the owner shall receive sixty percent (60%) of the total commission. Specification and order credit will each be twenty percent (20%) of the total commission. Owner direct purchase is defined as a negotiated purchase between the Representative and the Owner without bid.
- e. Exhibiting to AAON a written expression of that preference or by direct confirmation to AAON by the owner or purchasing authority that a preference for AAON equipment was stated, and that the purchasing decision has been removed from the contractor, may establish proof that the owner has expressed a preference for AAON equipment.
- f. The Representative responsible for calling on the Consulting Engineer shall receive credit in the following amounts:
  - i. Sixty percent (60%) of the total commission dollars if the specifications are "Flat"\*\* AAON, Inc. only and the engineer holds his specification.
  - ii. Forty percent (40%) of the total commission dollars if the specification lists AAON, Inc. as the basis of design in a Base Bid/Alternate Fashion such that AAON is the Base Bid and other manufacturers are listed as alternates.
  - iii. Thirty percent (30%) of the total commission dollars if the specifications list AAON, Inc. as the basis of design with others listed as acceptable.
  - iv. Twenty percent (20%) of the total commission dollars if the specifications list AAON, Inc. as one of the three (3) acceptable manufacturers.

Preferred Purchase Agreement: Shall be ninety percent (90%) of the credit remaining after the Owner Specification or Engineer Specification percentages are removed. The remaining ten percent (10%) shall be paid to the Representative handling the installing contractor. "A Preferred Purchase Agreement" is a negotiated agreement between AAON and a Purchasing Authority which defines terms agreed to by AAON and the Purchasing Authority that creates a favored status for AAON in the procurement process.

\*\*Note: A "Flat Spec" is defined as a specification in which AAON is the only manufacturer listed and AAON is the only acceptable manufacturer. It is further understood that due to job requirements, more than one manufacturer's name may be required in the specification. As such, the test of a flat spec will be if the job is bid as a flat spec with the resulting pricing and all other manufacturers submittals rejected no matter how much lower their bid may be. If such a case exists and flat spec credit is claimed, the Representative claiming Flat Spec credit must have a letter on file with both the Representative quoting the job and the Regional Manager, before the job is bid, stating same, so that pricing will not be compromised. It must be realized that if the specifying engineer does not hold his flat spec, the job may be lost.

15

**Bidding, Order Entry and Job Handling Credit**: Shall be sixty percent (60%) of the credit remaining after the Owner Specification or Engineer Specification percentages are removed. Of the remaining 40%, 20% credit for takeoff and 20% credit for submittals will be paid to the appropriate Representative.

**Territorial Credit**: No credit will be paid automatically to the Representative in to whose territory the equipment is shipped.

**Territorial Respect**: It shall be understood that no job will be bid or order taken out of a Representative's designated territory without the knowledge and consent of that territory's designated Representative. **Such actions will be grounds for termination.** Recognized National Accounts are excluded from this rule.

Unearned Commissions: AAON will retain commissions for Representative functions that are carried out by AAON.

**Commission Disputes**: In the event that split commission disputes or infraction disputes arise and cannot be resolved through communication and review by the Regional Manager(s), they shall be referred to the Director of Sales for resolution. The Director of Sales, in consultation with the Regional Manager(s), will decide the dispute, or the Director of Sales may form a review panel consisting of members appointed by the Rep Council and AAON employees to decide the dispute.

**Infractions**: If it is determined that a representative firm has acted in a manner to bypass the terms and spirit of the commission policy, up to one hundred percent (100%) of commissions due on the project, or thirty percent (30%) of the contract price for buy/resell projects will be taken from current and future commissions to be distributed to correct the situation. Multiple violations are reasons for termination.

Note: The following is to be used as a guideline when determining territory credit.

AAON Commission Split Table							
Flat Specification Base Bid / Alternate Basis of Design Named 1							
Owner Spec Credit	40%	30%	20% 0				
Engineer Spec Credit	60%	40% 30% 20%		20%			
When owner credit is assigned it is subtracted from engineer spec credit. The engineering credit is then applied as follows:							
Engineer Spec Credit 20% 10% 10% 2				20%			
After the above are subtracted from the total commission, the percentages displayed below of the remaining commission will apply to the remainder.							
Bid, Order Entry, Job Handling 60%							
Bid/Take-off Credit 20%							
Submittal Credit 20%							
Notes:							

<sup>1.</sup> Percentages above will be apportioned by AAON in the event that a written agreement is not made.

<sup>2.</sup> If the order is entered using an incentive program discount, AAON will apportion the value of the discount, in the event that a written agreement is not made, as follows: 33% to the rep receiving flat specification credit and 67% to the rep securing the order.

## Multi-Territory Job Notification and Agreement

To:		Date:	
From: Company:			
Address:			
Phone:			
Fax:			
1. Job Name: City, State:			
2. Equipment Specified:			
3. Engineering Firm: Project Engineer: City, State:			- -
<ul><li>4. Bid Date:</li><li>5. Anticipated Bid Price:</li><li>6. Total delivered price to the contractor:</li></ul>			- - -
			- - -
10. Successful Mechanical Contractor:  City, State:			_ _
Please advise should you have any questions regarding credit.	g our est	timate or disagree with the requested s	pecification
Thank you for your cooperation and good luck.			
Agreement			
		Rep #2	<del></del>
If order is entered as buy/resell, please sign to approve		Rep #3	
I agree with the above Commission Division(s):			
Company	% credit	Signed	Date
Rep #1			
Rep #2			
Rep #3			
CC: Regional Sales Manager:			
Reg Mgr #1			
Reg Mgr #2			
Reg Mgr #3			

## Open Account and Sales Terms

An Open Billing Account can be established in as quickly as three (3) days for established companies with acceptable credit ratings and a credit application updated within 24 months to as long as four (4) weeks for companies that do not have established references. Payment for equipment shipped on Open Account must conform to AAON "terms of payment" as stated on the AAON order acknowledgments, invoices, monthly statements, and as amended from time to time. In general, payment terms are Net 30 days from invoice date. All invoices are delinquent if not paid in full by the 30th day. Delinquent invoices will be assessed an interest charge of 1.5% per month, or any portion thereof, on the outstanding balance. Invoice deductions, or other non-payment of invoices, are not allowed without prior written agreement by AAON. Open Account shipment rights will automatically be suspended to delinquent accounts.

Orders taken by the sales representative as "buy-resell" orders are based on the reps credit only. Whether or not the "resale" customer pays on time or does not pay at all, does not change the reps responsibility to pay AAON on time.

**New Accounts Approval Process:** The Credit Department requires that the sales representatives complete a *Credit Application, which must be signed by the customer,* a *Job Information Sheet,* and a *Purchase Order* on all new accounts before an order is processed. Copies of these documents are available from the Credit Department. These items can be sent with the order documents, but addressed to the attention of the Credit Department. Processing of the application will begin once these documents are received.

Before ordered equipment can be shipped, acceptable payment terms must be agreed to by AAON<sup>®</sup> and the customer. Basic methods of payment that AAON will accept are:

- **Pre-payment Discount:** If agreed to by the Representative, or required by AAON, a customer may pre-pay an invoice at least ten (10) working days prior to shipment. By doing so, the customer can take advantage of our cash discount. See pages 21 & 22 for Terms and Conditions.
- **Shipment on Open Account** The customer may apply for and establish an "Open Billing Account" with AAON by completing and signing an AAON Credit Application and by providing whatever additional information may be required from time to time by AAON.
- Orders Less than Standard Multiplier: AAON will not allow any Pre-Payment Discount when the order is
  placed with a multiplier that is less than the standard multiplier without special approval by either the Director of
  Sales, CFO, CEO/President.
- Credit Cards: AAON can accept Master Card<sup>®</sup> and VISA<sup>®</sup> and American Express<sup>®</sup> credit cards for all purchases, but do not qualify for pre-payment discounts. Credit cards will not be accepted for payment after shipment except in states which allow processing fees and where such processing fee is paid for by the customer. Any deviation from this practice requires approval from the AAON Credit Department.
- Special Arrangements: For customers that cannot obtain an AAON Open Billing Account and cannot pre-pay an invoice, alternative payment terms can be arranged such as dual payment checks, lending institute/title company direct payment to AAON, etc. Each order of this type is judged on a per job basis. Generally, AAON is open to all suggestions that will guarantee payment of the equipment invoice within an acceptable amount of time. When alternate billing methods are used, the sales rep firm must actively assist AAON in the securing of acceptable terms and payment.

### AAON Credit Information and Documentation

#### **Required Credit Documentation**

The following documentation should be submitted with your order. Failure to do so will cause a delay in your order being approved to go into production.

**Purchase Order:** All orders require a Purchase Order made out to AAON, Inc. or AAON Coil Products, Inc.(not to the rep firm placing the order).

<u>Tulsa Orders</u> <u>Longview</u> Orders

AAON, Inc.

2425 South Yukon Avenue

Tulsa, OK 74107

AAON Coil Products, Inc.

203 Gum Springs Road

Longview, TX 75602

The order is keyed off your order form, not the purchase order. The order form must match the Purchase Order amount (pre-tax).

Review PO's to ensure there are no "Terms and Conditions" that are not in compliance with AAON's Standard Terms of Sale such as:

- Per plans, specifications, drawings
- · Per contract/agreement between mechanical, general contractor, owner
- Per approval by architect/engineer
- FOB Jobsite/Destination (AAON terms are FOB Factory)
- Per any terms other than Net 30 days (on approved credit)
- Liquidated damages allowed
- · Deductions for start-up or retainage
- Per any warranty outside the standard AAON Warranty Program
- Specified delivery/ship dates not acceptable unless a premium is paid

#### AAON will accept:

- "Per approved submittal" will be accepted if a copy of the stamped approved submittal page is provided.
- "Per plans, specs, drawings" will be accepted if a Representative Certification Letter signed by the principal of your company is provided. This letter may be obtained from the Credit Department.
- "Per quote/proposal" will be accepted if a Representative Certification Letter signed by a principal is provided.

**Job Information Sheet**: A copy of this form is located within the Policy Manual and must be completed in its entirety and provided on all orders that total over \$10,000.

**Credit Application**: A copy of this form is located within the Policy Manual and must be completed on all new accounts or those with no sales in the last 24 months.

**Payment Bond**: This document is required on all jobs that the property is owned by the government whether it be federal/state/county or city, including all public schools.

**Sales Tax Exemption Certificate**: A certificate may be provided if the job is tax exempt. If the customer deducts for tax and we do not have a certificate, it delays your commission payment.

**Credit Card Payments:** AAON accepts Master Card<sup>®</sup>, VISA<sup>®</sup> and American Express<sup>®</sup> for payment with the exception of discounted orders. Orders being paid after shipment are not eligible for payment using a credit card unless a credit card processing fees is assessed.

#### Multiple plant orders using one purchase order:

AAON will accept one PO for the entire order. However, a separate order must be sent to each plant for the dollar amount of the equipment being shipped out of that plant and include some commission and freight (if applicable) on each order. All the orders added together should total the amount of the Purchase Order. Send all credit documentation with each order because each plant will require it. It will then be forwarded to credit.

#### **Pre-Lien Notices and Mechanic Liens**

AAON follows all state guidelines for filing mechanics liens and bond claims to protect our security interest in the equipment.

- 1. The Credit Department tracks all invoices over \$10,000 and mails pre-lien notices when required.
- 2. Most states require that we send pre-lien notices to the general contractor and property owners and some notices have the Invoice amount.
- 3. If not paid in time, AAON will file a Mechanic's Lien or a Bond Claim. All legal fees for these will be passed on to the Rep and a release will not be given until the invoice and all legal fees are paid in full. Each state varies on the dates for these filings.
- 4. Reps are notified by e-mail prior to AAON filing a Mechanic's Lien or Bond Claim. AAON uses an outside agency for these filings and has to allow one (1) week notice. AAON will not "waive" a lien or bond claim based on a promise to pay.

#### **Payment Terms**

- 1. Net 30 days from invoice date, due 100% in full no deductions allowed for start-up or retainage (upon approved credit).
- 2. Joint Check Agreement: AAON will check credit on the general contractor to do a Joint Check Agreement. The Credit Department will prepare the Joint Check Agreement and send it to the customer.
- Irrevocable Direct Payment Agreement (with the GC or property owners)
- 4. Cash before shipment with a 2% cash discount (except on tax and freight) for AAON, Inc. and AAON Coil Product, Inc. orders.
  - a. There will be a 2% deduction from the commission payment for the 2% discount.
  - Once a sales order number is provided, contact the Credit Department and a "Prepayment Invoice" will be prepared for the customer.
  - c. When the order is near the ship date AAON will contact the customer for payment.
  - d. If the customer pays by business check there will be a 10 day waiting period before it is released to the Shipping Department for routing.
  - e. If the customer pays by wire transfer, the order is released immediately.
  - f. Once the order is released to Shipping, it may take another 2-5 days to be routed on a truck.
  - g. This discount is not allowed on orders with a multiplier less than the standard multiplier.
  - h. In the event of nonpayment within time to meet estimated ship date noted on Prepay Form, a holding charge of 1.5% per month will be charged with a minimum of 1.5% due.
- 5. Special Terms: 50% to put into production and 50% prior to shipping.
- 6. Special Terms: 50% down and 50% Net 30 days.
- 7. All orders are FOB Factory.
- 8. No commissions are paid until the invoice is paid in full.

## Terms and Conditions of AAON's Pre-Payment Cash Discount

Upon request, AAON will provide a "PRE-SHIP PAYMENT INSTRUCTION" form showing the order information including the Pre-Payment Discount amount and payment instructions.

AAON will also provide the buyer with a Pro-forma Invoice upon request for the purchased product any time up to two (2) days prior to shipping date. The Pro-forma Invoice will include:

- a. Product ordered and to be shipped.
- b. Applicable taxes and fees.
- c. Freight where applicable. For "freight allowed" shipments, the freight will be the quoted amount. For "freight pre-paid & added", the freight will be the trucking companies quoted amount.

#### Method of payment:

- d. Company check: Checks must be received by AAON ten (10) working days prior to shipment date in order to allow them time to clear the banking system. Shipments of products for checks that have not cleared by the shipping date will be delayed until the check has either cleared the banking system or other arrangements have been made.
- e. Bank check and wire transfers: Must be in AAON's possession no later than two (2) days prior to shipment.
- f. Once the order has been released from the Credit Department, the Shipping Department will arrange for the order to be routed. This process can take from one (1) to seven (7) days.
- g. AAON will not allow Pre-Payment Discounts for orders paid with a credit card.

Order closures: Each shipment closes the order. There can be no co-mingling of funds, back charges, debits, credits, etc. with any prior order or future order. Claims against AAON by the buyer for back charges and/or claims against the buyer by AAON for expenses not included in the original order must be resolved via AAON's standard procedure of resolution.

All standard AAON warranties apply to orders paid for via this discount. Any additional warranties are per the product order and must be itemized on the invoice.

Credit Application

#### AAON, INC

2425 South Yukon Ave. Tulsa, OK 74107-2728 PHONE: (918) 5832266

### FAX: (918) 382-6215 CONFIDENTIAL CREDIT APPLICATION Trade Name (if different from Firm Name): Street Address: State: Fax No: Phone: \_\_\_\_\_ Extention: \_\_\_\_\_ E-Mail Address: Buyer's Name: Payables Contact: Proprietorship Partnership Corporation Years & State of Corporation # Years in Business: \_\_\_\_\_ Title: \_\_\_\_\_ Principal: Soc. Sec. #: Date of Birth: Home Address: City: Financial Statement: Attached Will be Mailed Seperately (Financial Statements will be a considerable help to us in establishing your account. Please consider sending us a copy of your most recent Balance Sheet and Income statement for our confidential credit file.) Amount of Initial Order: \$\_\_\_\_\_ Amount of Credit Line Requested: \$ Bank Name: City: State: Zip: Acccount #: \_\_\_ Address: Phone: Banking Officer: Credit References: Name Address City Phone State The undersigned hereby makes application for a credit account to AAON, INC hereinafter known as "Seller", and by doing so authorizes Seller to investigate our credit worthiness. The undersigned warrants the foregoing answers are true and correct and further warrants and represents that the person signing on behalf of the undersigned has the power and authority to execute and deliver this credit application, and that it has been duly authorized and constitutes a valid and binding agreement, enforceable in accordance with its terms. I affirm our company is financially solvent and will make payments on the designated due dates as indicated on Seller's invoice to us. It is mutually understood and agreed this account is subject to a finance charge, not to exceed 1 1/2% per month (18% per annum), or the maximum permitted by law, which may be assessed on any invoice(s) not paid within the stated terms on each invoice. It is further mutually understood and agreed should our account become delinquent, Seller may at its sole option and discretion, suspend credit terms to us. If any legal action is initiated to collect amounts owing for goods or services purchased hereunder, Seller shall be entitled to recover, in addition to all other damages, reasonable collection cost and attorney's fees. LIEN RIGHTS: AAON Inc. reserves lien rights. Startup and retainage will not be withheld from payments. I have read and understand this credit agreement and by evidence of my signature agree to said terms. Title: \_\_\_\_\_ Signature: Printed Name: \_\_\_\_

AAON, INC.

2425 South Yukon Ave. Tulsa, Oklahoma 74107-2728

Ph: (918) 382-6217 \* Fax (918) 382-6215

## **JOB INFORMATION SHEET**

FORM MUST BE COMPLETED AND RETURNED TO AAON CREDIT DEPARTMENT BEFORE ORDER WILL GO INTO PRODUCTION. DELAYS MAY AFFECT SHIP DATE.

1.	This	Job Information Sheet, filled out completely.		Acct #	
2.	A sig	ned purchase order, identifying project and stating approximate	material requiremen	nts. DSO #	
	A.	Amount and Description of Materials to be Furnished:		Amount: \$	
		Description: AAON HVAC Equipment		Starting Date:	
	B.	AAON Bill to Name:		Ph:	
		Street Address:			
		City:	<u> </u>		
	C.	CIRCLE ONE: RENOVATION or NEW CONSTRUCTION			
		or ENTER:			
	D.	Job Location: Name:		Ph:	
		Street Address:			
		City:		Zip Code:	
	E.	Property Owner:			
		Name:			
		Street Address:			
		City:			
	F. <i>L</i>	ender: (AL&CA) Name:			
		Street Address:			
	_	City:	State:	Zip Code:	
	G.	General Contractor:			
		1. Name:			
		Street Address:			
		City:			
		2. Surety Name:			
		Street Address:	State:	Fax: Zip Code:	
		City:Policy Number:	Glate.		
	H.	Prime Subcontractor (if other than customer):			
		1. Name:		Ph:	
		Street Address:		Fax:	
		City:		Zip Code:	
		2. Surety Name:		Ph:	
		Street Address:		 Fax:	
		City:	State:		
		Policy Number:			
		FORWARD COMPLETED FORM TO:			
YOU	R LO	CAL AAON SALES REPRESENTATIVE		Signature (Customer)	
				orginaturo (Oustorner)	

**Job Information Sheet** 

## State & City Sales Tax

**AAON, Inc.** is obligated under state law to collect sales tax for shipments going to states listed below, unless the shipment is exempt from sales tax based on the state's sales tax exemption.

While there are some variations to the tax collection policies from state-to-state and from city-to-city, the following guidelines must be followed in order for the purchase of AAON products to be considered tax-exempt:

- 1. The collection of sales tax is based on the "Ship To" address of the product, not the "Sold To" address.
- 2. In order to qualify as a tax-exempt sale, the purchaser of the product must:
  - a. Have a valid copy of the appropriate state tax-exempt certificate on file at AAON on which the purchaser's name must appear.
  - b. The purchase order must state, "tax exempt under state (name state) certificate number (give number)."
- 3. Any errors reflected on the purchase order acknowledgment must be brought to AAON's attention before we invoice for the job. Sales tax questions are not considered a valid reason to dispute an invoice and as such do not extend the billing date for payment due terms.
- 4. AAON maintains a current listing of the applicable state & city sales tax rates but we are dependent on the individual jurisdictions to ensure that we have their current publication. Errors due to non-current tax rates are to be handled as stated above.

These items are crucial, as AAON is audited by state authorities, and is required to pay uncollected taxes due plus penalty and interest in the various states.

Please understand that drop-ship situations present additional complications. While some states will accept the buyer's home state resale certificate, many others do not. You cannot assume that a sale will be exempt from tax in state B because you held a permit in state A.

It should be remembered that we collect sales tax because law requires us to, and that we must remit the collected funds monthly as the individual states require. Once collected, we do not have the monies for returns.

AAON must provide supporting documentation of all exempt sales when audited by the various states. If we cannot provide these documents, we must immediately write a check for any un-remitted sales tax plus interest and penalty. All uncollected sales tax determined to be due on audit will be billed to the customer or rep agency if supporting documentation is not provided.

In those states where AAON is not registered and does not collect sales tax, it is your responsibility to remit use tax to the state when applicable. You will be notified if AAON registers to collect sales tax in any additional states.

#### States in which AAON Tulsa collects sales tax

#### \*Freight is taxable. Alabama Arizona Arkansas\* California Colorado Connecticut\* District of Florida Indiana\* Georgia\* Idaho Illinois Columbia Kansas\* Louisiana Massachusetts Iowa Kentucky\* Maryland Mississippi\* Missouri Nebraska\* Michigan Minnesota\* Nevada New Jersey\* New Mexico\* New York\* North Carolina\* North Dakota\* Ohio\* Oklahoma Pennsylvania\* Rhode Island\* South Carolina South Dakota\* Tennessee\* Texas\* Utah Vermont\* Virginia Washington\* West Virginia\* Wisconsin\* Wyoming

## States in which AAON Longview collects sales tax

Arizona	California	Connecticut*	District of Columbia	Florida	Georgia*
Idaho	Indiana*	Kansas*	Louisiana	Maryland	Michigan
Minnesota*	Nebraska*	Nevada	New Mexico*	North Carolina*	North Dakota*
Ohio*	Oklahoma	Pennsylvania*	Rhode Island*	Tennessee*	Texas*
Utah	Vermont*	Virginia	Washington*	Wisconsin*	Wyoming

## **National Account Sales Policy**

Sales to a National Account are covered by the National Account Sales Policy, which is herein stated.

Any person or sales representative firm, in any location or territory, can qualify as a National Account Rep (herein after called **Rep**), and as such will be given approval by AAON<sup>®</sup> to represent AAON, Inc. to that specific National Account.

A "National Account" is defined as a business building five of more of its business's buildings per year in one or more territorial rep areas.

In order to qualify as a "National Account", the following conditions must exist:

1. **Rep** must establish a **direct relationship or link** with the owner.

Note: This does not preclude relationships with contractors or engineers; however a direct verifiable link with owner is necessary. A letter from the owner stating intent to purchase only from AAON, or from AAON and not more than one (1) other manufacturer is required.

- 2. Rep must establish AAON as one of not more than two (2) manufacturers on owner's specifications.
- 3. **Rep** must be able to control all aspects of the "National Account" projects including but not limited to:
  - a. Bidding (if required. Direct purchase by owner preferable)
     Rep must be aware of all "National Account" projects out for bid and inform other territorial reps as necessary.
  - b. Submittals

**Rep** is responsible for all aspects of submittal process.

c. Pricing and commission will be negotiated based on quantity, type of equipment, and method of purchase.

If the national account projects are to be bid through local contractors, the **Rep** is responsible for making all quotes or quoting through local reps at the **Rep's** discretion. Any payment of commission to local reps will be negotiated and paid by the **Rep**, and will not affect agreed upon AAON national account pricing.

d. **Shipment coordination** (scheduling) Rep is responsible for identifying all shipping requirements.

In order to have uniform representation and only one person/firm approaching a specific "National Account" at a time, any rep wishing to qualify a new customer as a "National Account" must adhere to the following procedure:

- 1. Before approaching the "National Account" in AAON's name, request approval from the regional sales manager by filling out the National Account Protection Form which follows. The regional sales manager will then:
  - a. Check that no one else is calling on that account.
  - b. If no other rep has registered for the "National Account", register **Rep** as the approved **Rep** approaching the "National Account".
  - c. Advise **Rep** of any past experience with the "National Account".
- 2. Rep must provide regional sales manager with the following via the form included in this manual:
  - a. "National Account" name, address, phone & fax number.
  - b. Contact(s) name and title.
  - c. Total number of business locations, and states where they are doing business.

- d. Building/remodeling projections for the coming year.
- e. Type of HVAC equipment used, quantity, unit size and unit features.
- f. Estimated AAON sales to "National Account" for coming year.
- 3. If approved, Rep will have 180 days (protected period) to obtain orders for equipment from the "National Account". "Protected period" is defined as the time period in which AAON will not approve other individuals or firms to approach the "National Account". During the "Protected Period" other AAON reps may bid "National Account" projects in their area until the Rep has obtained "National Account Status" for the "National Account". This initial "Protected Period" can be extended, at AAON's option, if positive results are demonstrated.
- 4. After successful completion of #3 above, and after obtaining a letter of intent, as specified above, "National Account Rep" status for the "National Account" will be granted upon receipt of the first equipment order. The rep must write a letter stating the rules of the national account for distribution to all rep firms. This will serve as notification that any and all inquiries or requests for information as it pertains to the "National Account" are to be referred to the Rep. This letter will be reviewed by the Regional Sales Manager and will be distributed to all reps by the National Account Manager.
- 5. To remain in effect, the Rep must maintain sales from the "National Account" of at least 30% of the account's total air conditioning purchases on a continuing basis. If sales fall below an acceptable level, "National Account Rep" status for that "National Account" will be lost. The decision to remove "National Account Rep" status will be made by AAON.

NOTE: AAON has an updated list of national accounts.

Contact your Regional Manager or the Sales Department for information on existing accounts.

## National Account Protection Request Form

In order to obtain protection of any National account, the following information must be submitted to your Regional Manager.

Your Regional Manager will review this information and if accepted, will send you a letter confirming the protection of the account.

You will then have 180 days to obtain an "AAON letter of intent" and an order for equipment. AAON will not approve other individuals or firms to approach the "protected National Account" during the protected period. Other reps may bid "protected National Account" projects in their area until you have obtained "National Account Status". The protected period may be extended, at AAON's option.

National Account Name, address, phone & fax number.	
Contact name and Title.	
Total number of business locations and states where they are doing business.	
Names of businesses under this parent company. (if applicable)	
Building/Remodeling projections for the coming year.	
Type of HVAC equipment used, quantity, unit size & unit features.	
Estimated AAON sales to "National Account" for coming year.	

National Account status will be granted upon receipt of the first equipment order. To maintain National account status, you must obtain at least 30% of the account's total air conditioning purchases on a continuing basis. If sales fall below the acceptable level, the account will be removed from National Account Status.

Please send this completed form to your Regional Manager via e-mail or fax.

Rep Name and Company Name:\_\_

## **Representative Special Controls Guideline**

Effective 10/28/10

As an option in all products except chillers, AAON allows the mounting of control systems that are furnished "by others." Control installation is limited by the available physical space, and the condition of our ETL listing as detailed in the "Rooftop Controls Applications Manual." Because of these limits, all installations of this type are on a per-job-basis with the pricing and availability determined for each job individually. Each job must undergo the same procedure because AAON does not keep this information on file for future jobs. The Rep serves as the sole source for the passage of information between AAON and the controls manufacturer/provider. Further, the Rep must review & verify all controls documentation.

#### In order to accomplish an installation of this type, ALL of the following steps must be completed:

- 1. Requests for special control installation pricing must be made to the AAON Applications Engineering department prior to requesting a SPA and/or entering an order and must include the following:
  - a. Specific mounting and wiring cut sheets for each item that AAON will have to handle and/or install in each unit(s). These sheets must include physical dimensions, wire detail, and must be sufficiently complete so that they can be used by AAON Engineering and Receiving departments. Please note that sending in more documentation than necessary (ex: entire manuals) will be kicked back to the rep and they will be responsible for going through it and only sending in the sheets that are requested above.
  - b. A verified and approved unit specific point-to-point wiring diagram showing how the items are connected. Any special wiring procedures must be noted on the wiring diagram. As standard, AAON will only show factory-mounted parts on AAON's wire diagram. If the field mounted devices that are shown on the customer supplied wire diagram need to be shown on AAON's diagram, then the rep is responsible for letting AAON know up front. This will need to be noted on the SPA and additional cost will be assigned. Any unit-required control points, which are not shown on diagram, will be terminated at a low voltage terminal block for field wiring. Ladder diagrams, point lists, or flow diagrams will not suffice for this requirement.
  - c. The "Special Parts Request" form filled out by the Rep or Controls Engineer for each individual unit's control arrangement covering all the equipment on the order, must also be provided. The submitted form must indicate all parts to be shipped for installation and have the manufacturer's part number.
    - i. All unit-specific customer supplied parts must have an independent C-part number. For example, if there are multiple units on an order using the same control board, but each control board has independent programming based on RTU tag, each board will need to have a separate C-part number.
    - ii. Each unit will need to be ordered on a separate line item so that the C-part corresponding to that unit can be correctly placed on the bill of materials.
    - iii. When filling out the C-parts list, each part with different programming must be on a separate line, even if they have the same manufacturer's part number. If all units are on the same line item, all C-parts will have the same part number, and it will be assumed that all parts with the same part number are identical parts.
    - iv. Each customer-supplied part must also be clearly labeled with the correct C-part number in order to be received by AAON as defined in the AAON Rep Policy Manual. If parts are not correctly identified by the sales Rep or the person responsible for documenting customer supplied controls, and AAON installs an incorrect part into a unit, the Rep will be responsible for the financial cost to correct the situation. As an example, if two (2) controllers with different programming are given the same C-part number by AAON because the Rep did not call out that each controller had unit specific programming, then the Rep will be responsible for switching the controllers in the field to correct the situation.
      - a. Along with identifying the control hardware on the Special Parts Request form, there is a separate column that the rep will need to fill out showing the location of the customer supplied device within the AAON unit. This is to show AAON personnel where they will mount the sensors. Customer supplied flow diagrams showing device placement will NOT be accepted.

- b. ECAT unit worksheets must be provided with each unit submitted. If any changes are done to the unit after the controls package has been reviewed, the Rep is responsible for resending it to Applications Engineering to make sure that all necessary control points are covered before the job comes in house.
- 2. After the above information has been received, AAON will review it to insure that we can comply with the requested system installation. It must be noted that we cannot comply with ALL requests due to the limited space available in the equipment and the practical limits of serviceability. After the analysis is successfully completed, you will receive a Special Pricing Authorization form (SPA) with a List Price for the special controls.

The following are examples of customer supplied parts that will not be accepted.

- 1. Actuators
- 2. Isolation transformer(s)
- 3. 24V AC relays
- 4. Air flow measure stations probes
- 5. Clogged filter switch
- 6. Discharge mounted sensors
  - a. Supply Air temperature sensor
  - b. Freezestat
  - c. Low Limit Control
- 7. If required, shielded wires will only be allowed for analog devices
- 3. If the AAON installation offer becomes an order, you must send with the order write-up:
  - a. A copy of the SPA that was issued for the job. No order can be entered into the AAON system for processing without the "Special Price Authorization" form.
  - b. The "Special Parts Request" form that you have completed for each individual unit's control arrangement covering all the equipment of the order. The shaded areas on the form will be completed by AAON and returned to you. The submitted form must indicate all parts to be shipped for installation and have the manufacturer's part number. AAON will add the AAON "C" numbers to the completed form and return it to you. The parts to be installed must then be shipped to Tulsa or Longview with their boxes marked with the "C" numbers and job name. All parts are to be shipped in a single shipment and are to arrive no later than the requested date on the form.
  - c. Substituted "C" parts must be resubmitted per item A above. A change of order charge and lead time adjustment may be applied.
- 4. After the order has gone through engineering and the following problems occur:
  - a. The customer supplied part comes in but does not match the vendor part number on the customer supplied parts list and is requested to replace a part on the parts list, a \$150.00 net per part will automatically be charged to rep.
  - b. The part comes in and matches the vendor part number on the customer supplied parts form but has different terminals, wire quantity or wire colors than that of the customer supplied wire diagrams or the cut sheets.

    AAON will automatically charge the rep \$150.00 net per diagram to have AAON's wire diagram changed.
  - c. Parts received after the "must arrive" date on the customer supplied parts list (this date is assigned when the "C" numbers are assigned) will be automatically charged \$250.00 net per job for delaying our production schedule and may result in a longer lead time for those units.
  - d. Parts that are on the Special Parts Request form but are not received before the unit needs to ship will be automatically charged \$150.00 net per unit for changing the wire diagram to show field install parts.

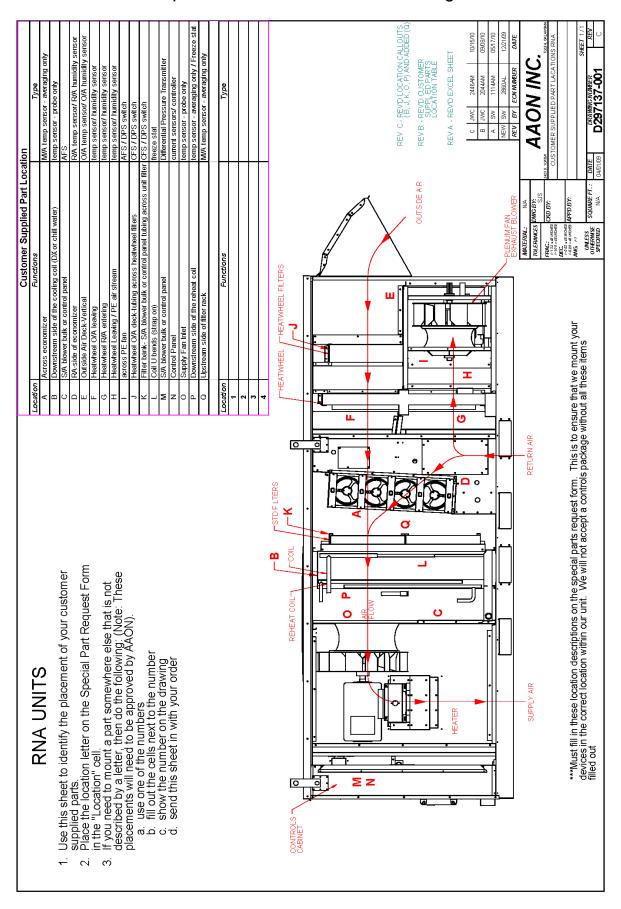
If an order is changed after being entered and processed, a charge for re-engineering will be added. Lead dates and hold status may be adjusted depending on the change.

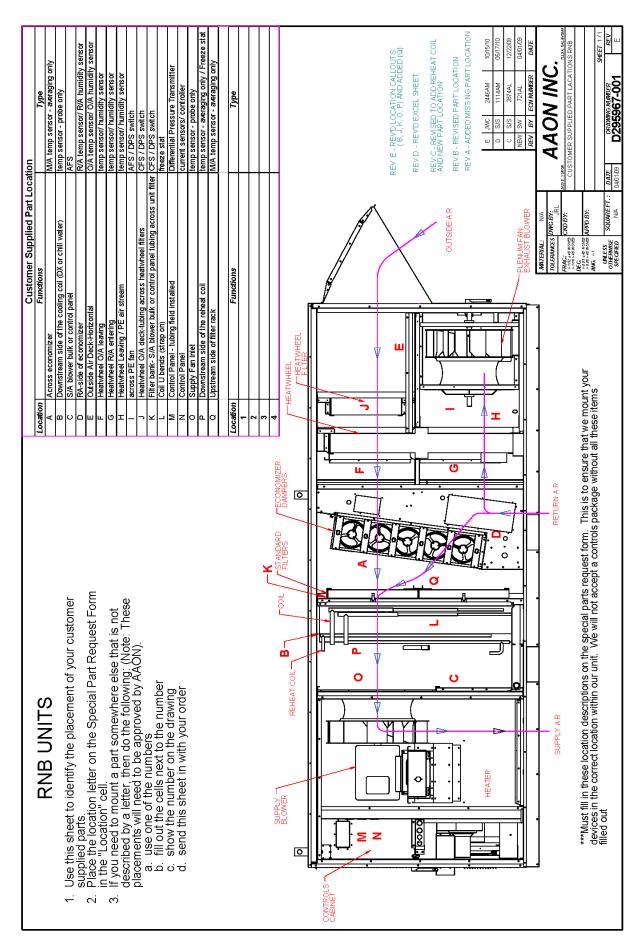
Due to the great number of jobs and parts that are being processed at any one time in Tulsa or Longview, it is imperative that the sales Rep stay in the communication chain and follow through with the required information so that AAON can efficiently process the order. **Until all of the above is completed, the order cannot be entered into AAON's system. Note that lead times and scheduling begin only after all required forms are received and approved.** 

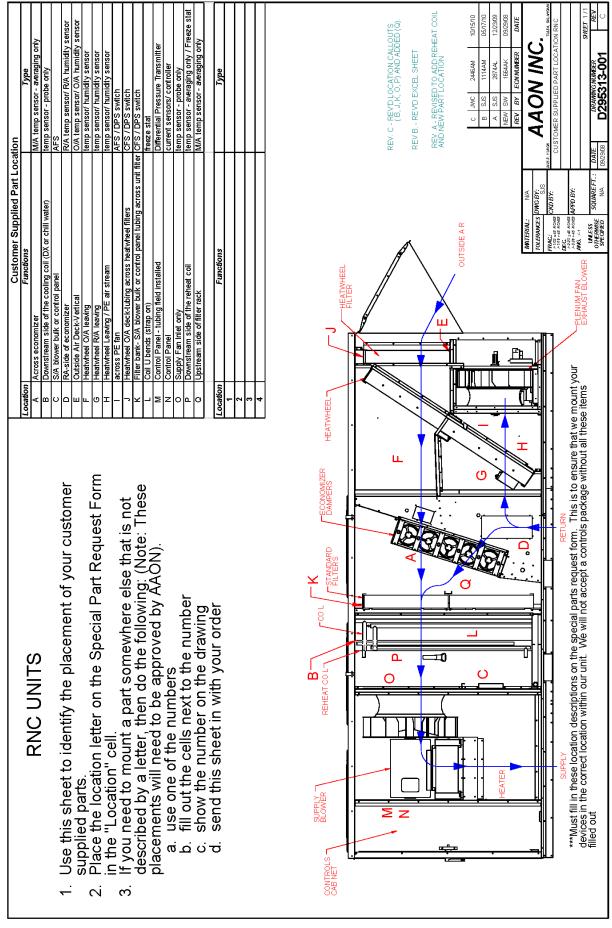
AAON, Inc.		S	pecial	Parts F	Reques	t Fo	orm		
2425 South Yukon			•		<u> </u>				
Tulsa, Oklahoma 74107		D	ate:						
Ph: 918-583-2266 Fax: 918-382-63	367								
Job Name:									
Vendor:		S	hip To:	AAON, IN	VC.				
				2425 SO	UTH YUK	JTH YUKON			
				TULSA, O	OK 74107	7			
Must Arrive no later than:									
A copy of this list must be included v	vith the parts	shipment to the AA	ON fact	ory. The	parts mu	st ar	rive no		
later than 2 weeks before the schedu	uled available	date.							
(Internal use only) AAON Drawing	g # is D3038	4-001							
AAON issued Vendor's	Unit	De	scription	,	(	Qty.	Location		
"C" # Part Number	Rtu #(s)	De	SCHPIIOI	ı		IJ.	Location		
Parts received must be ic	lentical to tl	e parts specified	on the s	spa such	as mode	el #s	, <u> </u>		
wire coloring, and vendor pa									
Instructions:	, = = =			<u> </u>					
All parts must be shipped freight prepaid to	the above AAO	address. Parts must a	arrive on o	r before the	above "MU	ST A	RRIVE		
DATE". Parts received after this date may, at	AAON's option	be shipped as loose ite	ms with th	ne AAON un	its for field i	nstal	lation by		
others. AAON will accept no liability or charge must have the above job name, AAON "C" nur									
packing slip. Different type parts may be ship									

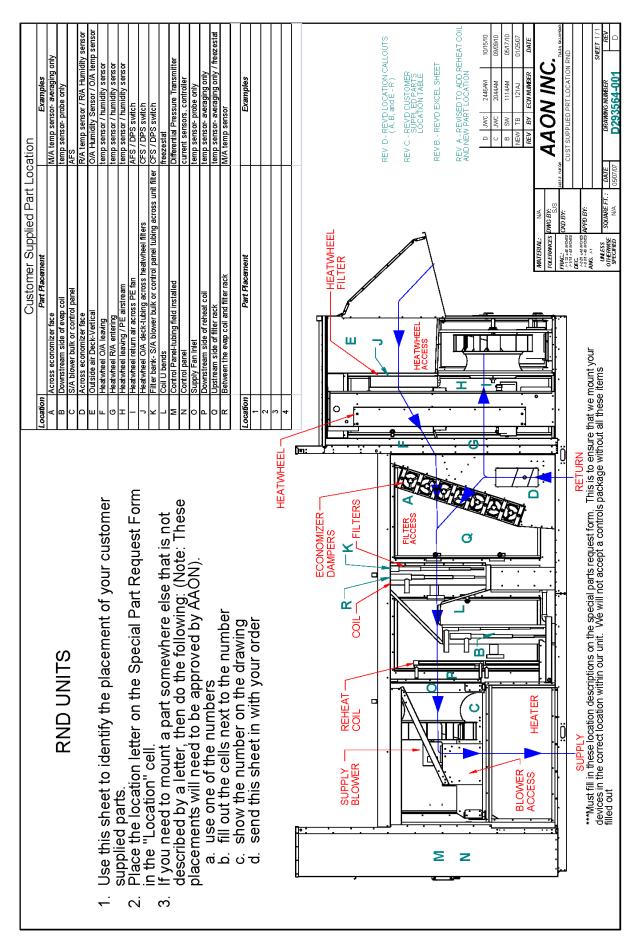
Special Parts Request Form

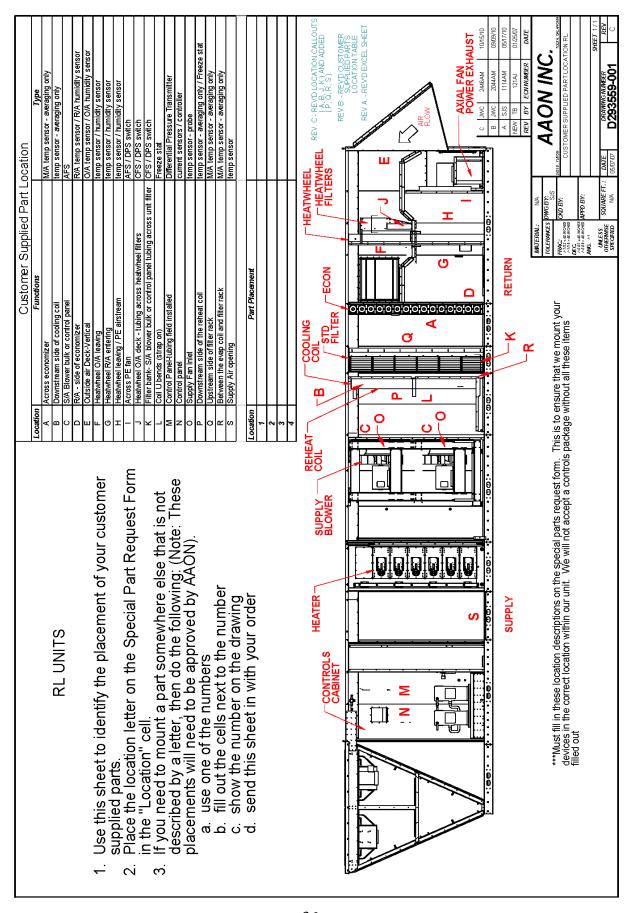
## **Special Controls Locations Drawings**

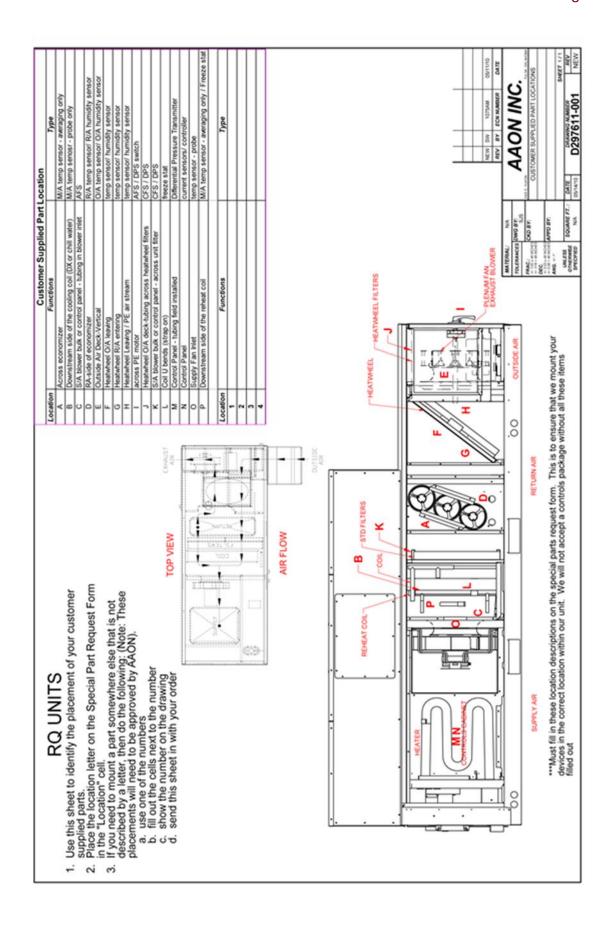












# **Shipping Policy**

All items are shipped F.O.B. AAON, Tulsa, OK, or F.O.B. AAON Coil Products, Longview, TX. Title for goods sold transfers to the purchaser upon delivery of goods to freight carrier.

- Equipment and curb prices do not include freight costs unless added to the order quote. Curbs shipped in advance of the units or requiring special shipment will have applicable extra freight costs quoted separately.
- Shipping information (bill of lading, carrier, carrier number) can be obtained at <a href="www.aaon.com">www.aaon.com</a> 24 hours after the equipment has shipped under the Rep Order Status menu.
- Title to equipment transfers to the purchaser upon delivery of goods to freight carrier, which makes it the responsibility of the purchaser to inspect all items before they are accepted and removed from the freight carrier's vehicle. If items have sustained damage while in transit, it is the responsibility of the purchaser to file the necessary freight claims.

  AAON will assist in collecting for noted damages:
  - 1. Inspect all items for damage, both external & internal, before signing the Bill of Lading.
  - 2. Read the Bill of Lading for any special instructions and determine if the carrier is in compliance with them.
  - 3. If damage is noted then:
    - a. For damage that can be repaired on the jobsite, sign Bill of Lading accepted, but "noted with the following damage." Have driver co-sign the Bill of Lading noting the damage.
    - b. For damage too extensive to repair on jobsite, contact AAON to determine if the proper action is to refuse delivery of the item and have carrier return it to AAON. From this point, AAON will advise procedure on returning equipment.
  - 4. Call carrier for immediate insurance inspection of damage.
  - 5. When damage has been determined, contact AAON's service/parts department for price quote for repair parts. An order should be placed, via purchase order, for the necessary parts at this time.
  - 6. File an insurance claim for all parts, labor, freight, etc., necessary to repair the unit(s).
  - 7. With carrier's permission, repair the unit(s).
  - 8. Follow up on freight claim to insure payment. If assistance is required for filing or processing a freight claim, contact AAON's shipping department.
- For damage claims when using a 3<sup>rd</sup> Party Carrier, please contact the 3<sup>rd</sup> Party Carrier for instructions and processing of claim.
- For equipment produced at the Tulsa, OK facility, AAON policy is to ship via air-ride, flatbed trailer, which is more costly but much less prone to damage in shipment. Orders requiring delivery to a jobsite at a specific time and date can be arranged but added costs are incurred. If a delivery of this type (predetermined date & time of day) arrives late, causing added crane charges, it is the responsibility of the purchaser to recover these costs from the freight company, not from AAON.

# Shipping Policy for Line 5 Equipment \*Needed for RNE, RL, LZ, BZ, & M3 units \*

Tulsa Line 5 Produces RN-E, RL, LZ, BZ, and M3 Models of equipment. Most times each unit compromises a truckload. When completed these units occupy a great deal of space at the "End of the line test area". Once completed these units need to be loaded immediately on a trailer to make room for other units to be tested.

When "Third Party" freight is selected, often times the unit is not picked up immediately resulting in these units remaining at the end of line test area days after completion; the size of the units produced on Line 5 encompasses a large amount of space and also requires a bridge crane to move around. This can result in a delay in access to the test area, therefore it may delay shipments for units that may be caught behind the "Third Party Freight" units.

Effective November 9, 2017, "Third Party Freight" is no longer allowed with Line 5 units. This policy change ensures a more timely delivery for Line 5 equipment, as well as assists with preventing delays in production.

# Tulsa - Rooftop Freight Rate Instructions

### General

The table of rooftop unit freight rates has each state listed individually. For each state there is also a freight rate for each of the various cabinet sizes as manufactured by AAON; "RQ," "RN-A," "RN-B," "RN-C", etc. This is the rate to ship one unit of a specific cabinet size to the state selected.

Also listed for each state are the various types of curbs available and an associated rate for each curb to be shipped.

A "Trailer Load" rate is shown for each state and on a per unit basis this is obviously less expensive than shipping using the "Less Than Truckload" rate. Be sure to check the mix of units you may have for a job to determine if it constitutes a truckload.

The rates shown on the Rooftop Freight Rates table are Net Dollars to be added to the Net Equipment Selling Price on the Order Entry Form.

## Freight Rate Usage

For a single unit shipment and/or curb, the freight cost is equal to that shown in the rate table for those items.

For two or more units and/or curbs being shipped to the same job, the freight cost is equal to the total of all the single unit rates times a factor of 70%, or the trailer load cost, if less.

For a specified delivery date, use the "Trailer Load" rate shown.

## **Example of a Single Unit Shipment**

A job has one RN-010 and knockdown curb going to Atlanta. From the table, the freight cost will be \$631 + \$149 or a total of \$780. This amount must be entered as a net cost on the freight line at the lower right corner of the Order Write-up sheet. The "Freight Allowed" box at the upper right is then checked.

## **Example of a Multiple Unit Shipment**

A job has two units going to Atlanta. One is an RN-010 and knockdown curb and second is an RN-020 and knockdown curb. From the table, the freight cost will be (\$631 + \$149 + \$842 + \$149) times 70% or a total of \$1,240.00 rounding down to the nearest dollar. This amount must be entered as a net cost in the freight field in the AAONEcat32 order file and freight "allowed" must be selected.

## **Full Trailer Load Capacity**

The full trailer load unit quantities are as follows for similar equipment.

Cabinet Size	Standard	w/ Power Exhaust	w/ Heat Wheel
RQ	22	22	10
Α	14	10	10
В	14	10	8
С	9	7	6
D	3	3	3

Cabinets are stackable: RQ unit on top of RQ unit, A unit on top of A unit, B unit on top of B unit, and C unit on top of C unit.

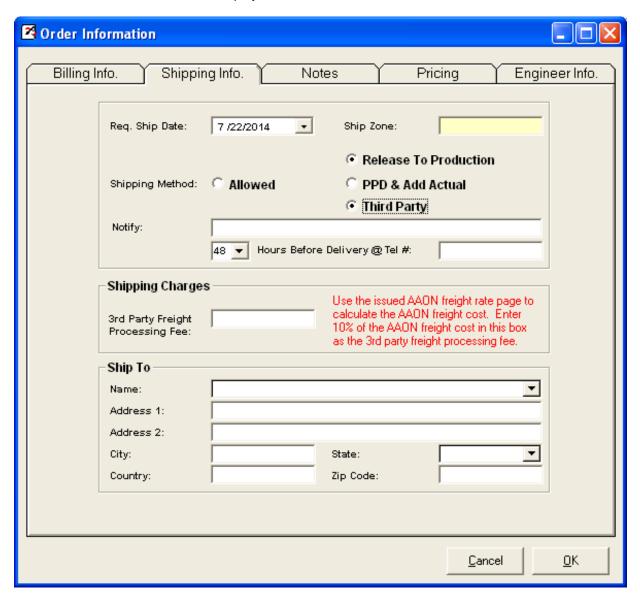
NOTE: 53' trailer must be used for illustrations above.

## Prepay and Add - Do Not Calculate Freight

If you want AAON to ship the equipment and add the cost to the equipment selling price, do not calculate and enter a freight cost on the Order Write-up Form. Select "PPD & Add Actual" in Ecat. Be sure the Purchase Order for the job includes the Prepay and Add shipping terms. AAON will ship with the most economical method and add the cost to the invoices.

### **3rd Party Freight Shipments**

If you choose to ship equipment via 3rd party freight, select "Third Party" under the Shipping Info. Tab of the Order Information screen in AAONEcat32. Note that the "Manual Entry" box used for AAON Shipping will change to "3<sup>rd</sup> Party Freight Fee". This fee is applied to your order for the processing and handling of orders with 3rd party carriers. Your AAONEcat32 Order Information screen will display as follows:



To calculate the 3<sup>rd</sup> Party Freight Fee, reference the AAON Issued Freight Table from page 59. Calculate the freight as though you are using AAON carriers for shipping equipment. Once you have calculated the AAON Freight cost, multiply this cost by 10% and enter this value as the 3<sup>rd</sup> Party Freight Fee.

## Example #1 for 3<sup>rd</sup> Party Freight Fee

A job has one RN-020 going to New York. From the table, the freight cost will be \$1332. The  $3^{rd}$  Party Freight Fee is \$1332 x 0.10 = \$133 (round to the nearest whole dollar). \$133 is now entered in the  $3^{rd}$  Party Freight Fee box in AAONEcat32.

## Example #2 for 3<sup>rd</sup> Party Freight Fee

A job has one RN-008, one RN-015 and two solid bottom curbs going to Illinois. From the table, the freight cost will be (\$631 + \$725 + \$183 + \$183) times 70% or a total of \$1205 (remember there is a discount on AAON freight for multiple pieces of equipment). The 3<sup>rd</sup> Party Freight Fee is  $\$1205 \times 0.10 = \$121$  (round to the nearest whole dollar). \$121 is now entered in the 3<sup>rd</sup> Party Freight Fee box in AAONEcat32.

## Example #3 for 3<sup>rd</sup> Party Freight Fee

A job has three RN-050, with heat recovery going to Ohio. From the table, this is a full trailer and the freight cost is 2034. The  $3^{rd}$  Party Freight Fee is 2034 x 0.10 = 203 (round to the nearest whole dollar). 203 is now entered in the  $3^{rd}$  Party Freight Fee box in AAONEcat32.

## Notice of Equipment Ready to Ship by 3rd Party Carriers

AAON will provide a 24 hour notice to carriers of when equipment can be loaded at either the Tulsa, OK or Longview, TX factories. 3rd Party Carriers will have 24 hours in which to load equipment at the factory. If equipment is not picked up and loaded within the 24 hour window, AAON reserves the right to change the freight to "Allowed" and will use an AAON carrier to ship the equipment. If an order is changed to "Allowed" freight, the cost of freight will be added to the invoice for Buy-Resell orders, or, will be deducted from the "ordering" reps commission for direct sales.

As an example, a 3rd Party Carrier will receive a call from AAON Shipping on Thursday afternoon at 4:00 pm that the equipment will be ready for loading at 4:00 pm on Friday. The 3rd Party Carrier will have until 4:00 pm Saturday to make arrangement for and load the equipment for shipment. This is a 48 hour window for 3rd Party Carriers to make equipment shipping arrangements.

# AAON RNE, BL, M3, RL, CL, CN, LN, LZ Series Freight Rates

To determine the freight costs for shipping RNE, BL, M3, RL, CL, CN, LN, or LZ units, you must determine the length and width of the unit to be shipped.

Units exceeding 48 feet in length must be shipped in two pieces, so the trailer load cost for two trailers going to the destination state must be used. ECat32 will automatically select the unit to be split into two pieces. Units less than 24 feet can have 2 units per trailer. See page 59 for trailer load rates per state.

The standard cabinets are either 100" in width, or 142" in width. RL and CL units from 45 tons to approximately 135 tons (excluding 134 tons) are 100" in width, and the freight can be calculated at the standard trailer rate. RL and CL units from 134 tons to 230 tons, all LZ units, RNE, LN, & CN are 142" wide and must be calculated at the "oversize load rate."

Contact the AAON shipping department for quotes, see AAON factory contact list.

# **AAON Freight Tables**

	AAON Inc. Rooftop Freight Rates - Canada												
	Effective January 15, 2018												
	Note: Dedicated shipments require the "Trailer Load" rate no matter how small the quantity of units shipped										d		
	Units							Curbs					
щ			Less than a t	ruckload - Fla	atbed	Over Sized		Over-Sized					
STATE	RQ	A Cabin	В	C Cabinet	D Cabinet	Trailer Load (to 100" width or less) (each narrow load)	Loads: RN-F	RQ, RN-A, RN-B, RN-C SB, HW	RN D SB	RN KD	RL KD		
	KQ	et	Cabinet	SA-23-25	SA-45 & up								
ON	518	910	970	1300	2350	4000	5750	250	500	210	550		
QC	570	1000	1070	1355	2560	5200	6950	275	550	220	600		
MB	400	700	800	950	1800	5250	7000	225	475	170	510		
SK	520	920	985	1350	2400	6000	8000	290	625	230	610		
AB	670	1190	1240	1570	3000	6900	8750	300	650	250	650		
ВС	750	1300	1400	1780	3360	7500	9750	350	700	275	700		

#### **AAON Inc. Rooftop Freight Rates** Effective June 19, 2017 Note: Dedicated shipments require the "Trailer Load" rate no matter how small the quantity of units shipped Units Curbs STATE Less than a truckload - Flatbed Trailer Load (to Over-Sized RQ, RN A, 100" width or C Cabinet, D Cabinet, RN-B, RN-C RN SB D RN KD **RL KD** RQ A Cabinet **B** Cabinet less) (each RL. LZ. LN. SB, HW SA 23-35 SA 45 & up BL, CL, M3 narrow load) ΑL ΑZ AR CA CO CT DE NW FL NE FL FL GΑ ID IL IN IΑ KS ΚY LA ME MD MA MI MN MS MO MT NE NV NH NJ NM NY NC ND OH OK OR PA RI SC SD W TN ΤN **NETX** TX UT VT VA WA WV WI WY

# Tulsa - WH/WV Series WSHP Freight Rates

## General

AAON will use the same Freight Table currently in use for the Rooftop Units, to determine the rate for the WH/WV Series water-source heat pump units at Full Trailer Loads - minus a 15% discount. See Freight Rate Usage for single unit shipments.

Small packaged water-source heat pump units shipped via LTL can be damaged during transit. AAON will be utilizing different shipping methods to better combat this issue and to keep damages and claims to a minimum.

## Freight Rate Usage

For a Full Trailer Load the price will be the same as our Rooftop Freight Rate Full Trailer Load multiplied by .85 (a 15% discount).

LTL - Per Unit Shipment Rates				
# of Units	Horizontal Unit	Vertical Unit		
1	\$130	\$160		
2-6	\$120	\$150		
7-15	\$90	\$120		
16-30	\$70	\$100		
31+	\$55	\$85		

## **Freight Claims**

To minimize freight claims and damages, AAON will be utilizing different methods of Shipping including Flatbed Trailers and Dry Vans. The Dry Vans will be straight shot deliveries with no cross-docking. They could be single or multiple stops depending on the size of the orders.

We will utilize LTL Carriers only when there is no other option available. This is to avoid damages and cross-docking.

If AAON sets up the shipment, and there is damage, AAON will assist in the Freight Claim Process. However, the claim will still be between the Customer and the Truck Line.

All 3<sup>rd</sup> Party shipments will be solely between the Customer and the Truck Line. AAON will not get involved.

All damages must be reported to AAON. ALL UNITS MUST BE INSPECTED UPON DELIVERY AND ANY DAMAGE MUST BE NOTATED ON THE BOL WHEN SIGNING FOR THE UNITS. DO NOT REFUSE ANY SHIPMENT WITHOUT FIRST CONTACTING AAON. From this point, AAON will advise on the decision if the units are to be brought back to AAON.

All units are shrink-wrapped in blue wrap. If a unit shows up with any other color wrap, the unit has been opened and it should be thoroughly checked for damage which necessitated re-wrapping.

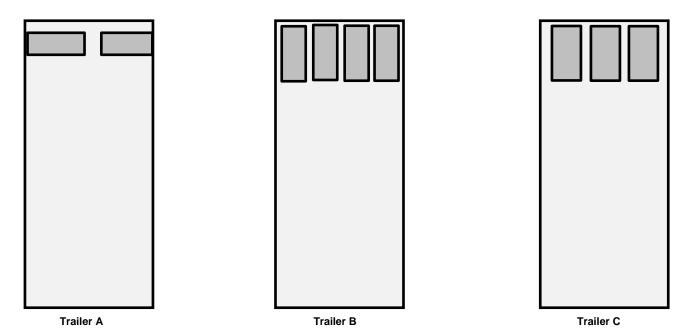
## **Notice**

These rates are subject to change at any time.

All other AAON Shipping Policies are in effect unless otherwise stated.

## **WSHP Full Trailer Load Capacity**

The full trailer load unit quantities are as follows for similar equipment.



NOTE: 53' trailer must be used for illustrations above.

Horizontal cabinets are stackable: WSHP WH Series can be stacked three high.

Trailer A		Trailer	В	Trailer C		
Style	Estimated QTY	Style Estimated QTY		Style	Estimated QTY	
WHA Cabinet - Options	102	WHA Cabinet – Standard	192	WHB Cabinet – Standard	117	
WHB Cabinet - Options	84			WHC Cabinet – Standard	117	
WHC Cabinet – Options	84			WHD Cabinet – Standard	90	
WHD Cabinet - Options	72			WHE Cabinet – Standard	90	
WHE Cabinet - Options	72			WV - Units	51	

	Dimensions with Pallet						
			Options				
	Н	L	W	W			
WHA	16 ¾	38 ¾	24 ½	36 ½			
WHB	23 1/8	47 ¾	30 ½	42 ½			
WHC	23 1/8	47 ¾	30 ½	42 ½			
WHD	27 1/8	59 ¾	32 ½	44 ½			
WHE	27 1/8	27 1/8 59 3/4		49 ½			
WV	Cabinet Size Dependent	36	32 ½	32 ½			

# Longview Freight Rate Instructions

Applies to Coils, CB & CF Series condensing units, LF Series chillers, SB Series units, and F1, M2 & H3/V3 Series air handling units shipping from AAON Coil Products, Inc., Longview, TX 75602

## The Program

**For Buy/Resell Orders** - AAON will add the actual freight charges when the order ships - before invoicing – the freight charges will not show on the order acknowledgement.

For Orders Taken in AAON – Longview's Name (Commission Orders) – AAON will pull the budgeted freight dollar amount from the order/commission, and place it on the order as an "estimated" freight dollar figure – the freight cost will show on the order acknowledgement. When the order ships, AAON will adjust that estimated freight dollar figure to actual charges, and will also adjust the commission so that the total matches the customer's purchase order. If there appears to be an issue with the total P.O. amount (equipment, freight, commissions) AAON will contact you for a revision.

## **How to Estimate Freight**

### **Flatbed Trailer**

First determine whether the load needs a flatbed trailer. If the height of the crated unit is over 100", it must be shipped via flatbed trailer. Also if the total crated length of all units in the shipment is greater than 12ft, it must be shipped via flatbed trailer. H3-A can be stacked on top of an H3-A. H3-B can be stacked on top of an H3-B.

M2 Series are always shipped on a flatbed trailer.

CF sizes 26, 31, 40, 50, 60, and 70 are always shipped on a flatbed trailer.

V3-E with electric heat would have to ship on a flatbed trailer or ship split (the electric heater causes the unit to exceed the 100" height limitation).

If the shipment must ship via flatbed trailer, contact St Anthony shipping to obtain a shipping quote:

Email: AAON@StAnthTrans.com

Phone: (216) 503 1421

## **eShipping**

For shipments that are less than a truckload (LTL), typically any load using less than fifteen feet of a trailer, access eShipping Exchange's website at <a href="https://tms.eshipmanager.com">https://tms.eshipmanager.com</a>. Log into their shipping manager software with the following login:

Username: aaoncustomer@aaon.com

Password: aaoncoil

Once logged on, you can obtain a quote through the Quick Quote link. DO NOT, try to get a quote through the Start New Shipment link. This will schedule a shipment in addition to giving the cost of freight. We are working with eShipping to limit the links on this page, but at this time do not have a solution in place.

To obtain a quote through the Quick Quote Link, select the link and enter the following information:

- 1) Origin Zip Code: this will always be 75602 when shipping from Longview, TX
- 2) Destination Zip Code
- 3) Freight Classification: For units shipping from Longview, TX, this will be 92.5, and for coils shipping from Longview, TX, this will be 85.
- 4) Weight and Dimensions: Use the table below to determine the dimensions and weights that must be added to the ECat unit values in order to get the correct dimensions for the quote.
- 5) Number of Units
- 6) Do not check the check box indicating that units are stackable, unless you have two H3-A units or two H3-B units
- 7) If any Accessorial requests are needed at the destination, for example a lift gate, select the option in the Accessorial selection box that is required. The origin can be left blank.
- 8) Click on the Calculate button and it will provide you with several options to choose from depending on the cost or transit time required for the job. If there is a specific carrier or transit time requirement for your job, please specify that when submitting your job.

All quotes received are just budgetary quotes and are subject to change depending on carrier availability, fuel cost, and actual product dimensions and weights at the time of shipment.

Shipment history can also be obtained from the eShipping software. From their home screen you can select the Shipping History link. This link will take you to the Shipment History page. Under search details, use the first drop-down list to select the criteria to search by. The best option to search by is "Ref: Order Number". You can then enter the DSO number you are searching for and click on the Search Shipping Details button. This should pull up the shipping details of your shipment if it was shipped through eShipping Exchange.

To determine the freight costs for shipping units, you must determine the length, width, height, and weight of the units to be shipped. Crating size and weight must be added to the unit specific values provided in the ECat drawings. Use the table below to determine the shipping values.

	Crating Values To Be Added To ECat Unit Values							
	Add to Length (inches)	Add to Width (inches)	Add to Height (inches)	Add to Weight (lbs)				
H3 Series								
A/B Cabinet	8	8	8	250				
C/D Cabinet	8	8	8	400				
E Cabinet	8	8	8	500				
V3 Series								
A/B Cabinet	8	8	n/a	250				
C/D Cabinet	8	8	n/a	350				
E Cabinet	8	8	n/a	450				
SB Series		21 = 0 (One Piece Ur 21 = A (Two Piece Ur		below to each piece of the SB unit.				
003 - 005	8	8	n/a	250				
006 - 018	8	8	n/a	350				
LF Series		ries must ship on fla F16 = B Crating – U		crating is selected.				
4-7 & 9 ton	8	8	n/a	250				
8 & 10-13 ton	8	8	n/a	300				
14-17, 22, 24 ton	8	8	n/a	500				
21 & 26-55 ton	No crating option – must ship on flatbed  Contact St Anthony's for freight quote. Email: AAON@StAnthTrans.com Phone: (216) 503 1421							
CF Series	If Shipping Option F17 = A (Crating) - Add the values below to the CF unit.  If Shipping Option F17 = 0 (Standard) – No adjustments to the dimensions are needed unless the equipment is ordered with an external disconnect. In which case, add the depth of the disconnect, including handle, to the width of the equipment.							
2-7 ton	9	12	11	250				
9-15 ton	12	11	10	300				
16-25 & 30 ton	10	10	10	500				
26 & 31-70 ton	No crating – must ship on flatbed  Contact St Anthony's for freight quote.  Email: AAON@StAnthTrans.com  Phone: (216) 503 1421							
M2 Series	Contact St Anthony's for freight quote. Email: AAON@StAnthTrans.com Phone: (216) 503 1421							
CB Series	2	2	2	none				

The rate estimate, including fuel surcharge, is based on the shipment information provided at the time of the quote. Final shipment charges will be determined at the time of shipment, by actual shipment characteristics, and any additional services provided.

## **3rd Party Freight Shipments**

If you choose to ship equipment via 3rd party freight, select "Third Party" under the Shipping Info. tab of the Order Information screen in ECat. Note that the "Manual Entry" box used for AAON Shipping will change to "3<sup>rd</sup> Party Freight Fee". This fee is applied to your order for the processing and handling of orders with 3rd party carriers.

For LTL shipments, a flat \$40 fee will be applied and shall be entered into the "3rd Party Freight Fee" box of ECat. For shipments requiring a full truck, a flat fee of \$400 will be applied and shall be entered into the "3rd Party Freight Fee" box of ECat.

# Limited Warranty Policy Overview

## What is Covered:

The Limited Warranty covers repair and replacement of parts and components that fail to operate due to defects in material or workmanship when used under proper application, use, service, and maintenance.

## **Warranty Documents:**

Warranty documents are available online under the rep login once the invoice is paid. Warranties will not be issued until the invoice is paid.

## **Duration of coverage:**

M3, BL, CL, CN, HA, LL, RL, RN, RQ, LN, LZ, SA and Custom products: The Limited Warranty is effective for 12 months from the date of original installation, or 18 months from the date of original shipment from the factory, whichever occurs first.

WH and WV products: The Limited Warranty is effective for 60 months from the date of equipment manufacture.

**F1, CB, CF, LF, H3, V3, SB and M2 products:** The Limited Warranty is effective for 12 months from the date of original installation, or 18 months from the date of original shipment from the factory, whichever occurs first.

Compressors in HA, RQ, RL, RN, M2, SA and SB products: Compressors in these single package equipment products are covered for 60 months from the date of shipment from the factory.

**Compressors in CB, CF, CN, CL, LF, LN, LZ and Custom products:** Compressors in these products are covered for 12 months from the date of shipment from the factory. Optional 5-Year Extended Limited Warranties are available for purchase.

**Aluminized Steel Gas Fired Heat Exchangers in RN & RQ products:** Aluminized steel heat exchangers in these products are covered for 15 years from the date of shipment from the factory for the original purchase user.

**Stainless Steel Gas Fired Heat Exchangers in RN & RQ products:** Stainless steel heat exchangers in these products are covered for 25 years from the date of shipment from the factory for the original purchase user.

All Gas Fired Heat Exchangers in RL products: Gas fired heat exchangers in RL products are covered for 10 years from the date of original installation for the original purchase user. AAON will pay 100% of the fair trade price for the repaired or replacement heat exchanger, and will pay after the 5<sup>th</sup> year in accordance with the following: During the 6<sup>th</sup> year, AAON will pay 50%, during the 7<sup>th</sup> year AAON will pay 40%, during the 8<sup>th</sup> year AAON will pay 30%, during the 9<sup>th</sup> year AAON will pay 20%, and during the 10<sup>th</sup> year AAON will pay 10%.

**Limited Warranty Replacement Parts:** If a replacement part sold by AAON is deemed defective due to material or manufacturing for a period of twelve (12) months from date of initial installation or eighteen (18) months from date of purchase, whoever expires first, AAON will provide a replacement part at no charge, less shipping charges. The Limited Warranty for Replacement Parts does not pay labor.

## What is not covered:

The Limited Warranty does not cover:

- Labor or material charges.
- 2. Shipping, packaging, handling of compressors after the first year of coverage.
- 3. Damages resulting from transportation, installation, or servicing.
- 4. Damages or liability resulting from contingencies beyond the control of the factory such as governmental restrictions or restraint, strikes, short or reduced supply of raw materials or parts, accident, abuse, misuse, alteration, fire, flood, any natural disasters, or acts of God.
- 5. Damages resulting from use of the product in a corrosive atmosphere.
- 6. Damages resulting from inadequacy or interruption of electrical service, improper voltage conditions, blown fuses, or other electrical misuse.
- 7. Damages resulting from inadequate maintenance.
- 8. Air filters, belts, refrigerant moisture driers, fuses, or refrigerant.
- Damages resulting from frozen coils.
- 10. Damages resulting from inadequate supply of air or water.
- 11. Damages resulting from misapplication, or not following application, installation, operation, or maintenance instructions issued by AAON.

- 12. A product where the serial number has been altered, tampered with, removed, or is otherwise defaced or not determinable.
- 13. Shipping, packaging, or handling for return of defective parts to the factory if requested for warranty purposes.
- 14. Product use outside of the United States or its territories, and Canada.
- 15. Products used for residential applications or installed for use on residential structures (except 2 through 5 ton HB package units, F1 air handling units and CB condensing units).

### What AAON will do:

AAON will, at its option, repair or replace parts that, in its judgment, show evidence of defects in material and workmanship as shipped from the factory under normal use and service, and when maintained according to the manufacturer's instructions. Replacement parts assume only the unused portion of the original limited warranty.

## **How Shipping is Paid:**

Replacement parts during first year warranty are shipped ground freight allowed. Compressors and heat exchangers after their first year of warranty, are shipped freight prepaid and add (best way, f.o.b.) from AAON or one of its suppliers. All expedited freight is prepaid & add. When defective parts must be returned in exchange for replacement parts, the customer must pay for shipping to return the defective parts, and the customer must return the parts along with the assigned return goods authorization (RGA) within forty-five (45) days of ship date of the replacement parts or else be charged for the replacement parts. When defective parts must be returned to AAON for repair, AAON will pay for best way shipping from and to the customer's address. The customer must pay for products shipped by any other method than best way as determined by AAON.

## To Keep the Limited Warranty in Effect:

Equipment covered by the Limited Warranty must be installed on a non-residential building (except 2 through 5 ton HB package units, F1 air handling units and CB condensing units). It must be applied, installed, operated, and maintained according to instructions issued by AAON, and according to official written limited warranty policy.

## **Non-Standard Warranty:**

Warranties other than described above can be issued for AAON products. Contact Applications Engineering with your request. Pricing will be issued by a Special Pricing Authorization (SPA) on a product by product basis, contingent on the options/features included and the warranty period requested. These extended product warranties become a part of the order, based on the previously issued SPA, at time of order entry.

# Warranty Claims Filing Procedures

## Part Replacement - Obtaining Warranty Service:

Have the **UNIT SERIAL NUMBER** and a **FULL DESCRIPTION OF THE PROBLEM** available when you contact the appropriate Warranty Service Department:

# All products <u>WITHIN</u> the first year of warranty:

techsupport@aaon.com 918-382-6450

AAON, Inc. ATTN: Warranty Dept. 2425 S. Yukon Tulsa. OK 74107

# All products <u>AFTER</u> the first year of warranty:

techsupport@aaon.com 918-382-6450

AAON, Inc. ATTN: Warranty Dept. 2425 S. Yukon Tulsa. OK 74107

Evidence of defects may be required, including, but not limited to, **photographic evidence**, or return of original parts to the factory. The factory reserves the right to withhold credit or shipment of replacement parts until the factory receives such evidence.

## **Compressors and Motors**

For CF, LF, CB, H3, V3, M2, SB products only: When requesting replacement compressors or motors, the model and serial number of the failed compressor or motor must be provided in addition to the unit serial number to which the failed part belongs.

## **Replacement Credit:**

If parts must be purchased locally due to an emergency, or other <u>verifiable</u> extenuating circumstance, then the factory may, at its sole discretion, allow replacement credit at the factory's replacement cost, or substitute a like product for the part used for the repair. The Warranty Department must be contacted regarding the replacement <u>no later than</u> the next business day following the day of repair. Emergency replacement credit is not guaranteed.

## **Returned Goods:**

A Return Goods Authorization (RGA) is required for all items returned to the factory. When defective parts, components, or units must be returned, an RGA form will be issued to you by the Warranty Department. **Do not return goods without an RGA!** The factory Receiving Dock cannot track return goods unless an RGA accompanies the shipment. Therefore, goods returned to the factory without an RGA will not be replaced, or credited and will be scrapped.

### IMPORTANT:

- RGA shipment must be tagged with RGA number provided on RGA form; best if **boldly** marked on outside of packaging or container.
- A copy of the RGA must accompany the shipment; best if included with the packing list.
- Please follow any special instructions for return that may accompany the RGA, i.e. some compressor and motor returns, or shipping procedures.
- Re-stocking fees may apply to goods returned for credit or exchange. Minimum re-stocking fee is 25%.

## **Charges for Compressors and Motors:**

Compressors and motors provided under warranty may be charged against the customer account until returns are processed according to the RGA instructions, at which point the charge will be cleared from the account. The charge will remain payable in full if warranty returns are not processed according to the RGA instructions.

## **FOB Shipping & Freight Claims:**

All products are shipped FOB ("Freight on Board", or "Free on Board") the factory. FOB means that ownership of the merchandise is transferred to the customer the moment that AAON transfers goods to the freight carrier. If your freight arrives damaged, then you must file a freight claim with the freight carrier to recover any loss or damage incurred in transit. AAON will assist you with freight claims.

Read the section titled *Shipping Policy* in this manual for more information about freight claims and AAON's shipping policies.

## Note about Email:

## Please use e-mail whenever possible when contacting AAON Warranty Service.

E-mail creates an accurate record and allows Warranty Service personnel to respond more quickly and efficiently than is normally permitted by voicemail. When sending email, please include your contact information such as phone and address so service personnel may reach you by other means if necessary. Also, must include required product data such as serial number or DSO, etc. Thanks for your cooperation.

# **RGA Sample Form**

## **Return Goods Authorization Form**

AAON, Inc.

2425 South Yukon Ave. Tulsa, Oklahoma 74107 Ph: (918) 583-2266 Fax: (918) 583-6094

Contact: WARRANTY PERSON

RGA Date: 11/05/14

RGA # 105072

DSO# 603485

Cust.PO# MY JOBNAME

Job Name

Page 1

**** AII F	TOM STOND	DETIIDMED DV	12/20/2014 WILL	DE DII I ED ***

- 1	Onit Gastonici	
	ABC REP CO	000730
	111 THIS STREET	
	THIS CITY, OK 74104	
1	– Ship-to for Replacement Parts	
	SHIP TO ME	
	111 THIS ADDRESS	
	THIS CITY, OK 74107	
	Notify: IM THE CONTACT	Ph# ( ) -

Unit
Serial# AYCC01473

Model: RQ-003-3-W-E619-000

DSO 123DSO
Invoice# 609918

Job Name: MY JOBNAME

Customer PO# 112233

# \*\*\*\* RGA # MUST BE MARKED ON CONTAINER \*\*\*\* \*\*\*\* A COPY OF THIS FORM MUST ACCOMPANY SHIPMENT \*\*\*\*

# 

# Start-Up Repair Program (a.k.a. "DOA Labor")

<u>READ FIRST</u>: The *Start-Up Repair Program* is not part of AAON's Limited Warranty policies. The Limited Warranty policies do not pay for labor. This program exists independently from any written warranty as an additional service to help cover replacement costs of equipment components that fail within the first 30 days of original start-up, when started up within 3 calendar months from original date of shipment from the factory. See other details, requirements, and conditions below.

## **Eligibility:**

In order to qualify for start-up coverage, the equipment must meet all of the following conditions:

Component failure must be due to defective parts or manufacturing, and must not have been caused by conditions after shipment from the factory.

Component failure must be verifiable as having been caused by defective parts or manufacturing.

Component failure must have occurred within 30 days of the original equipment start date.

Equipment must not have been started up later than 3 calendar months from the original date of shipment from the factory.

Original equipment start date must be verifiable.

Both heating and cooling (whichever is present) must have been checked at start-up, regardless of outdoor conditions at the time of start-up.

## **Making a Claim:**

Note: Photos may be required as evidence of failure.

### **Authorization**

FACTORY APPROVAL IS REQUIRED IN ADVANCE OF ANY REPAIRS. The factory will not pay for unauthorized repairs. The Warranty Service department must issue a Labor Authorization before any repairs are made under the *Start-Up Repair Program*. Only AAON's factory Warranty Service Managers, and their designees, can approve repair labor via issuance of a Labor Authorization. Emergency repairs are not guaranteed coverage by the *Start-Up Repair Program*.

## **Allowances**

The *Start-Up Repair Program* is designed to cover <u>costs</u> for repair of component failures. The program is not designed to pay for warranty coverage offered by the factory representative, a contractor, or any other third party. Use of the program for profit of any kind will be considered abuse and may result in prohibition from participation in the program, or future optional programs offered by AAON.

The Labor Authorization will show the time authorized for repair at a rate determined by economic factors by state. This allowance is for on-the-job time only that exclusively includes the time for the approved repair. Travel, lodging, mileage, delivery, rigging, hoisting, maintenance, service calls, check ups, troubleshooting, meetings, overtime, or other such incidentals are not covered, and will not be paid for by AAON under the *Start-Up Repair Program*.

### **Obtaining Payment**

An AAON Factory Representative must generate and provide an invoice directly to AAON in order to receive the approved credit. <u>Invoices or bills from service contractors or other third party organizations to AAON are not acceptable, unless specifically authorized by AAON.</u>

The following information must be furnished with every invoice without exception:

Completed Quality Assurance Form

The **Labor Authorization** issued by AAON Warranty Service.

Name and address of job, and the name and contact information of the repair contractor(s).

**Copy of service or repair ticket(s)**. Service ticket(s) must include all repair dates, serial number of unit repaired, detailed description of failure and repair work performed. Service ticket must be legible.

Please remember that each claim is reviewed individually. AAON Warranty Service requests that all required information be furnished with your invoice and that the information given is complete and in sufficient detail to properly evaluate the claim. Insufficient information or improper filing of claims will delay processing.

## Delayed Start-up and Extended "DOA Labor"

When necessary, AAON is willing to provide an extended start-up period at no cost to the job; however, we must be notified that the equipment for a specific project will not be started in the standard timeframe allowed. The notification should come as a request to the Warranty Department within the standard three (3) calendar months from original date of shipment and must include the DSO and the serial numbers of the equipment for which the request is made. At the time of notification, you will be given a set of instructions by a member of the Warranty Department. These instructions require certain procedures be completed to protect the equipment. You must act on the requested information and, in turn, provide a written report of completion of these requirements to warranty to receive an extended start-up timeframe. This extension of start-up coverage will be a reasonable time, i.e., up to 6 months after shipment of the equipment. This extension will not include the 30 day period after start-up, as is typically given within the written guidelines (Start-up Repair Program) of three calendar months from unit start-up. This extension for start-up coverage will not change the written timeframe for warranty parts coverage start and end dates, that being 18 months from ship date.

Failure to notify the Warranty Department of the need for an extended start-up within the first 3 months after shipment will result in the sales representative being responsible for all labor costs associated with parts replacement and/or repairs. AAON will cover the cost of the parts only through the standard warranty policy timeframe. AAON will not cover any additional charges for refrigerant, miscellaneous materials, etc. There will be no exceptions to this policy.

### **Labor and Miscellaneous Allowances**

For allowed DOA labor hours, please contact techsupport@aaon.com or 918-382-6450.

Refrigerant, where applicable, will be allowed at market price.

Consumable items or tool use, where applicable, will be allowed at \$50.00 minimum per circuit.



# **Limited Warranty Certificate**

### **GENERAL CONDITIONS**

AAON Coil Products, Inc. (hereinafter referred to as "ACP") warrants this ACP equipment, as identified hereon, to be free of defects in material and workmanship under normal use, service, and maintenance. Our obligations under this warranty shall be limited to repairing or replacing the defective part, or parts, which in our judgment show evidence of such defects. ACP is not liable for labor charges and other costs incurred for removing, shipping, handling or transporting defective part, or parts, or for shipping, handling, transporting, or installing repaired or replacement part, or parts.

The limited warranty is effective one (1) year from date of original installation, or eighteen (18) months from date of original shipment from the factory, whichever occurs first and covers all parts and components in this ACP equipment excluding air filters, belts, refrigerant moisture driers, and lost refrigerant, which are not included in any part of this limited warranty. The replacement part, or parts, assume only the unused portion of the original limited warranty and are shipped f.o.b. from the factory and freight prepaid by the factory.

The limited warranty is effective for products manufactured at the Tulsa, Oklahoma or Longview, Texas facility.

THIS LIMITED WARRANTY ONLY APPLIES WHEN THE ORIGINAL MODEL NUMBER AND SERIAL NUMBER OF THE ACP UNIT ARE GIVEN AT TIME OF REQUEST FOR REPLACEMENT PART, OR PARTS. DEFECTIVE PART, OR PARTS, MUST BE RETURNED PREPAID, WITH ITS ASSIGNED RETURN MATERIAL TAG, WITHIN FOURTEEN (14) DAYS OF RECEIPT OF THE REPLACEMENT PART, OR PARTS.

## **EXTENDED LIMITED WARRANTY ON COMPRESSORS INCLUDED IN SINGLE** PACKAGE EQUIPMENT (NOT INCLUDING CHILLERS); OPTIONAL ON OTHER

For the second through the fifth year from date of shipment, we further agree to repair or replace the fully hermetic compressor, at our option, for the original purchase-user only. The repaired or replacement fully hermetic compressor be supplied f.o.b. the factory, freight prepaid and add, providing the defective fully hermetic compressor is returned prepaid by the customer, and is proven to be inoperative due to defects in materials or workmanship. This extended limited warranty covers **only** the fully hermetic compressor and **does** not **include** any labor charges, or other additional costs incurred for removing, shipping, handling, transporting, or replacing the defective fully hermetic compressor. It also does not include additional costs incurred for shipping, handling, or transporting of electric controls such as relays, capacitors, pressure controls, or fan-motor assemb condensers, receivers, etc, which carry the standard one-year limited warranty.

#### EXTENDED LIMITED WARRANTY OF M2 SERIES GAS FIRED HEAT **EXHANGERS**

For the second through the tenth year from date of original installation, we further warrant the steel heat exchanger against failure due to defects in materials and workmanship for the original purchaser-user only, in accordance with the following: For the first five (5) years from date of shipment, we agree to repair or replace the heat exchanger, at our option, for the original purchaser-user only; during the sixth year, we will charge 50% of the current trade price for repaired or replacement steel heat exchanger, as the case may be, during the seventh year, 60%, during the eighth year, 70% during the ninth year, 80% and during the tenth year, 90%.

In all cases, the repaired or replacement heat exchanger will be supplied f.o.b. our factory, freight prepaid, providing the defective heat exchanger is returned prepaid, and if it is proved to be insperative due to defects in praterials and workmanship. This extended limited warranty covers only the heat exchanger and does not include labor charges, or other costs incurred for removing shipping, handling, transporting, or installing repaired replacement heat exchanger. This extend limited warranty does not apply where the fornace has been operated in an atmosphere contaminated by chlorine, fluorine, or any other damaging chemical compounds.

### OTHER CONDITIONS

This warranty does not cover any ACP unit or part thereof which has been subject to accident, negligence, damages in transit, misuse or abuse, or which has been tampered with or altered in any way, or which has not been installed operated serviced and maintained in accordance with our instructions, or which has been installed outside of the Continental United States or Canada, or on which the serial number or identification number has been altered defaced, or immoved. ACP will not be responsible for failure of the unit to start due to voltage conditions, blown open circuit breakers, or other damages due to the inadequacy or interruption of electric service.

This warranty does not cover equipment containing a water-to-refrigerant heat exchanger for any damage resulting from freezing, fouling, corrosion or clogging.

ACP shall not be liable for any default or delay in performance hereunder, caused by a contingency beyond its control, including governmental restrictions or restraint, short or reduced supply of raw materials or parts, floods, winds, fire, lightning strikes, or any other acts of God.

DISCLAIMERS OF WARRANTIES

THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHER WARRANTY OF QUALITY, WHETHER EXPRESS OR IMPLIED, EXCEPT OF TITLE AND AGAINST PATENT INFRINGEMENT, CORRECTION OF NON-CONFORMITIES ARE LIMITED TO REPAIR OR REPLACEMENT OF THE DEFECTIVE PART OR PARTS, AT SELLER'S OPTION, WHICH SHALL CONSTITUTE FULLY LIMENT OF ALL TORT OF NOT MERWISE IT IS EXPRESSLY UNDERSTOOD THAT ACP SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES. ACP SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SUCH AS, BUT NOT LIMITED TO DAMAGES OR LOSS OF DITHER PROPERTY OR EQUIPMENT, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, COST OF PURCHASED OR PLACEMENT GOODS, OR CLAMS OF BUYER OR USER FOR SERVICE INTERRUPTIONS. THE REMEDIES OF THE BUYER SET FORTH HEREIN ARE EXCLUSIVE, AND THE LIABILITY OF ACP WITH RESPECT TO ANY CONTRACT, OR ANYTHING DONE IN CONNECTION THEREWITH SUCH AS THE PERFORMANCE OR BREACH THEREFORE, OR FROM THE MANUFACTURE, SALE, DELIVERY, RESALE, INSTALLATION, OR USE OF ANY GOODS COVERED BY OR FURNISHED UNDER THIS CONTRACT WHETHER ARISING OUT OF CONTRACT, NEGLIGENCE, STRICT TORT, OR UNDER ANY WARRANTY, OR OTHERWISE, SHALL NOT EXCEPT AS EXPRESSLY PROVIDED HEREIN, EXCEED THE PRICE OF THE GOODS UPON WHICH SUCH LIABILITY IS BASED.

WITH RESPECT TO THE GOODS SOLD, THE BOYER HEREBY WAIVES ALL LIABILITY ARISING FROM STATUTE, LAW, STRICT LIABILITY IN TORT, OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY OBLIGATION OF ACP WITH RESPECT TO CONSEQUENTIAL OF INCIDENTAL DAMAGES AND WHETHER OR NOT OCCASIONED BY ACP NEGLIGENCE. TIME LIMIT ON COMMENCING LEGAL ACTIONS: AN ACTION FOR BREACH OF THIS CONTRACT FOR GOOD SOLD OR ANY OTHER ACTION OTHERWISE ARISING OUT OF THIS CONTRACT, MUST BE COMMENCED WITHIN ONE (1) YEAR FROM THE DATE, THE RIGHT CLAIM, DEMAND OR CAUSE OF ACTION SHALL FIRST OCCUR, OR BE BARRED FOREVER.

SEVERABILITY

IF ANY PROVISION OR CAUSE OF THIS CONTRACT OR APPLICATION THEREOF TO ANY PERSON OR CIRCUMSTANCES IS HELD INVALID OR UNCONSCIONABLE SUCH INVALIDITY OR UNCONSCIONABLETY SHALL NOT AFFECT OTHER PROVISIONS OR APPLICATIONS OF THE CONTRACT WHICH CAN BE GIVEN EFFECT WITHOUT THE INVALID OR UNCONSCIONABLE PROVISIONS OF THE CONTRACT ARE DECLARED BE SEVERABLE.

**EQUIPMENT INFORMATION** \* REQUIRED FIELD

> \* Job Name: Sales

Order Number:

\* Unit Model Number:

\* Serial Number:

**Unit Tag:** 

\* Date of Shipment:

**Authorizing Signature:** 

**Installing Contractor** Name & Address:



# **Limited Warranty Certificate**

### **GENERAL CONDITIONS**

AAON, Inc. (hereinafter referred to as "AAON") warrants this AAON equipment, as identified hereon, to be free of defects in material and workmanship under normal use, service, and maintenance. Our obligations under this warranty shall be limited to repairing or replacing the defective part, or parts, which in our judgment show evidence of such defects. AAON is not liable for labor charges and other costs incurred for removing, shipping, handling or transporting defective part, or parts, or for shipping, handling, transporting, or installing repaired or replacement part, or parts.

The limited warranty is effective one (1) year from date of original installation, or eighteen (18) months from date of original shipment from the factory, whichever occurs first and covers all parts and components in this AAON equipment excluding air filters, belts, refrigerant moisture driers, and lost refrigerant, which are not included in any part of this limited warranty. The replacement part, or parts, assume only the unused portion of the original limited warranty and are shipped f.o.b. from the factory and freight prepaid by the

The limited warranty is effective for products manufactured at the Tulsa, Oklahoma or Longview. Texas facility

THIS LIMITED WARRANTY ONLY APPLIES WHEN THE ORIGINAL MODEL NUMBER AND SERIAL NUMBER OF THE AAON UNIT ARE GIVEN AT TIME OF REQUEST FOR REPLACEMENT PART, OR PARTS. DEFECTIVE PART, OR PARTS, MUST BE RETURNED PREPAID, WITH ITS ASSIGNED RETURN MATERIAL TAG, WITHIN FOURTEEN (14) DAYS OF RECEIPT OF THE REPLACEMENT PART, OR PARTS.

#### EXTENDED LIMITED WARRANTY ON COMPRESSORS INCLUDED IN SINGLE PACKAGE EQUIPMENT (NOT INCLUDING CHILLERS OR WH/WV); OPTIONAL ON OTHER EQUIPMENT

For the second through the fifth year from date of **shipment**, we further agree to repair or replace the fully hermetic compressor, at our option, for the original purchase-user only. The repaired or replacement fully hermetic compressor will be supplied f.o.b. the factory, freight prepaid and add, providing the defective fully hermetic compressor is returned prepaid by the customer, and is proven to be inoperative due to defects in materials or workmanship. This extended limited warranty covers only the fully hermetic compressor and does not include any labor charges, or other additional costs incurred for removing, shipping, handling, transporting, or replacing the defective fully hermetic compressor. It also does not include additional costs incurred for shipping, handling, or transporting of electric controls such as relays, capacitors, pressure controls, or fan-motor assemblies, condensers, receivers, etc, which carry the standard one-year limited warranty.

## **EXTENDED LIMITED WARRANTY OF WH/WV PRODUCTS**

The WH/WV limited warranty is effective five (5) years from date of original manufacture at the factory and covers all parts and components, including compressors, in this AAON equipment except those excluded in the general conditions.

### EXTENDED LIMITED WARRANTY OF RQ PRODUCTS

The RQ limited warranty is effective two (2) years from date of original shipment from the factory and covers all parts and components in this AAON equipment except excluded in the general conditions.

FOR OPTIONAL TWO YEAR EXTENDED LIMITED WARRANTY OR RN PRODUCTS
The limited warranty is effective two (2) years from date of original shipment from the factory and covers all parts and components in this AAON equipment except those excluded in the general conditions.

#### FOR OPTIONAL FIVE YEAR EXTENDED LIMITED WARRANTY OF RN or RQ **PRODUCTS**

The limited warranty is effective five (5) years from date of original shipment from the factory and covers all parts and components in this AAON equipment except those excluded in the general conditions

#### FOR OPTIONAL TEN YEAR EXTENDED LIMITED WARRANTY OF RN or RQ **PRODUCTS**

The limited warranty is effective ten (10) years from date of original shipment from the factory and covers all parts and components in this AAON equipment except those excluded in the general conditions.

### EXTENDED LIMITED WARRANTY OF GAS FIRED HEAT EXCHANGERS

#### FOR STANDARD RQ or RN ALUMINIZED STEEL HEAT EXCHANGERS

For the second through the fifteenth year from date of shipment, we further warrant the steel heat exchanger against failure due to defects in materials and workmanship for the original purchaser-user only.

### FOR OPTIONAL RQ or RN STANLESS STEEL HEAT EXCHANGERS

For the second through the twenty-fifth year from date of shipment, we further warrant the stainless steel heat exchanger against failure due to defects in materials and workmanship for the original purchaser user only.

### EXTENDED LIMITED WARRANTY OF RL SERIES GAS FIRED HEAT EXHANGERS

For the second through the tenth year from date of original installation, we further y the steel heat exchanger against failure due to defeots in materials and workmanship for the original purchaser-user only, in accordance with the following: For the first-five (5) years from data of shipment, we agree to repair or replace the heat exchanger, at our option, for the original purchaser user only; during the sixth year, we will charge 50% of the current trade price for repaired or eplacement sheel heat exchanger, as the case may be, during the seventh year, 60%, during the eighth year, 70% during the ninth year, 80% and during enth year, 90%

In all cases, the repaired or replacement heat exchanger will be supplied f.o.b. our factory, freight prepaid, providing the defective heat exchanger is returned **prepaid**, and if it is proved to be inoperative due to defects in materials and workmanship. This extended limited warranty covers **only** the heat exchanger and **does not include** labor charges, or other costs incurred for removing, shipping, handling, transporting, or installing repaired replacement heat exchanger. This extend limited warranty does not apply where the funace has been operated in an atmosphere contaminated by chlorine, fluorine, or any other damaging chemical compounds.

## EXTHER CONDITIONS

This warranty does not cover any AAON unit or part thereof which has been subject to accident, negligence, damages in transit, oisuse or abuse, or which has been tampered with or altered in any way, or which has not been installed operated serviced and maintained in accordance with our instructions, or which has been installed outside of the continental United States or Canada, or on which the serial number or identification number has been altered defaced, or removed. AAON will not be responsible for failure of the unit to start due to voltage conditions, blown fuses, open circuit breakers, or other damages due to the inadequacy or interruption of electric service.

This warranty does not cover equipment containing a water-to-refrigerant heat exchanger for an damage resulting from freezing, fouling, corrosion or clogging.

AAON sha) not be liable for any default or delay in performance hereunder, caused by a contingency beyond its control, including governmental restrictions or restraint, strikes, short of reduced supply of raw materials or parts, floods, winds, fire, lightning strikes, or any other acts of God.

### DISCLAIMERS OF WARRANTIES

UISCLAIMERS OF WARRANTIES

THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY WARRANTY OF MEANTY OF REPLICE ANY CONFECTION OF NON-COMPONITIES ARE LIMITED TO REPAIR OR REPLACEMENT OF THE DEFECTIVE PART OR PARTS, AT SELLER'S OPTION, WHICH SHALL CONSTITUTE FULFILLMENT OF ALL TORT OR OTHERWISE IT IS EXPRESSLY UNDERSTOOD THAT AAON SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SUCH AS, BUT NOT LIMITED TO DAMAGES OR LOSS OF OTHER PROPERTY OR EQUIPMENT, LOSS OF PROFITS OR REVENUE, COST OF PURCHASED OR REPLACEMENT GOODS, OR CLAIMS OF BUYER OR USER FOR SERVICE INTERRUPTIONS THE REMEDIES OF THE BUYER SET FORTH HEREIN ARE EXCLUSIVE, AND THE LIABILITY OF AAON WITH RESPECT TO ANY CONTRACT, OR ANYTHING DONE IN CONNECTION THEREWITH SUCH AS THE PERFORMANCE OF BREACH THEREFORE OR FROM FACTURE, SALE, DELIVERY, RESALE, INSTALLATION, OR USE OF ANY GOODS COVERED OR OF FROM FIRE AND FACTURE, SALE, DELIVERY, RESALE, INSTALLATION, OR USE OF ANY GOODS COVERED OR FROM THE MEMORY OF THE MEMORY

WITH RESPECT TO THE GOODS SOLD, THE BUYER HEREBY WAIVES ALL LIABILITY ARISING FROM STATUTE, LAW, STRICT LIABILITY IN TORT, OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY OBLIGATION OF AAON WITH RESPECT TO CONSEQUENTIAL DAMAGES AND WHETHER OR NOT OCCASIONED BY AAON NEGLIGENCE. TIME LIMIT ON COMMENCING LEGAL ACTIONS: AN ACTION FOR BREACH OF THIS CONTRACT FOR GOOD SOLD OR ANY OTHER ACTION OTHERWISE ARISING OUT OF THIS CONTRACT, MUST BE COMMENCED WITHIN ONE (1) YEAR FROM THE DATE, THE RIGHT, CLAIM, DEMAND OR CAUSE OF ACTION SHALL FIRST OCCUR, OR BE BARRED FOREVER.

## SEVERABILITY

IF ANY PROVISION OR CAUSE OF THIS CONTRACT OR APPLICATION THEREOF TO ANY PERSON OR CIRCUMSTANCES IS HELD INVALID OR UNCONSCIONABLE SUCH INVALIDITY OR UNCONSCIONABLETY SHALL NOT AFFECT OTHER PROVISIONS OF APPLICATIONS OF THE CONTRACT WHICH CAN BE GIVEN EFFECT WITHOUT THE INVALID OR UNCONSCIONABLE PROVISIONS OF THE CONTRACT ARE DECLARED BE SEVERABLE.

EQUIPMENT INFORMATION (REQUIRED)

Sales Order Unit Date of «DSO» «SHIPDATE» Job Name: «JOBNAME» «SERIAL» Number: Shipment:

Unit Model Number: Serial Number: «MODEL»

## Literature Policy & Procedure

AAON continues to provide the AAON sales force with current literature and sales support. As a policy, AAON attaches a modest nominal charge for literature that will help to insure that the literature is properly distributed and utilized. Literature orders are placed online at <u>parts.aaon.com</u>. Promotional, Technical and Engineering literature, as well as promotional items, are accessible from <u>parts.aaon.com</u> in the same manner as ordering parts.

AAON Sales Representatives must have a login with a Parts Role in order to gain access to <u>parts.aaon.com</u>. Note that payment is made by credit card only. If you need an AAON website Login, please contact the AAON Website Firm Manager for your rep office or <u>parts1@aaon.com</u>.

## Literature Ordering Procedure:

- 1. Log on to <u>parts.aaon.com</u> with your AAON Website login; or while logged into the AAON Website, click *AAON Parts* on the top toolbar.
- 2. Search for Literature by selecting *Literature & Promo Items* from the *Search* drop down menu.
- 3. Add items to the cart by filling out the Buy Qty needed and clicking Update Cart
  - a. Ignore the *On Hand* quantity amount for Literature & Promo items; if the item is displayed on the site it is in stock but contact <a href="marketing@aaon.com">marketing@aaon.com</a> if ordering large quantities to ensure the stock is available.
- 4. Check out by going to the Cart and following the instructional screen prompts.

Note that AAON will pay the shipping on Standard UPS Ground Service only, however, other expedited shipping methods are available.

The intent is to help make literature and promotional items ordering process an easier task for our reps.

AAON reserves the right to make changes to the literature ordering system as we continue to improve the system.

AAON logo promotional items are also available. A selected variety of items can be accessed on the AAON website. No user password is necessary to view and order promotional items.

# AAON® Registered Trademarks

We are pleased to announce that we have received registration from the U.S. Patent and Trademark Office for both the AAON® and AAONAIRE® names.

This assures that AAON, Inc. will have exclusive use of these names for its products.

For your information, note the following rules and examples:

**Trademarks should be distinguished.** When used in a letter, it should be capitalized or otherwise made to stand out from its surroundings. If possible use the superscript <sup>®</sup> as shown above. Trademarks are proper adjectives and never a noun. A trademark should always be followed by the generic name or description of the product.

## **Incorrect Usage**

# **Correct Usage**

We manufacture AAONs.

The AAON worked fine.

Aaonaire saves you money.

The AAONAIRES are factory installed.

We manufacture AAON® rooftop units.

The AAON® air conditioner worked fine.

AAONAIRE® recovery wheels save you money.

All AAONAIRE® heat wheels are factory installed.

Notice the trademarks must be used exactly, not as plurals or in the possessive tense. In conversation or letters, they should be mentioned as a "Registered Trademark of AAON, Inc." not as just a "trademark name." You should make the owner of the name obvious.

We are proud of these trademarked names that make us stand out from the crowd of manufacturers. We request your assistance in making our trademarks a synonym of valued and quality products.

# AAON® U.S. Patents

Please make note of the following AAON patents, secured and pending. We want your assistance in protecting these patents by reporting violations to your Regional Manager, or to the National Sales Manager. These patents are for your use in securing orders:

## **Patents Secured:**

- **U.S. Patent No. 5,738,167** Blower Fan Housing Assembly Issued Apr. 14, 1998 this unique design allows the easy removal of the entire plenum fan, housing and motor assembly for inspection, cleaning or replacement of the drive belts. The shaped design of the housing provides an evenly distributed airflow across the heating assembly and the discharge air opening.
- **U.S. Patent No. 5,826,641** Air Conditioner With Heat Wheel Issued Oct. 27, 1998 AAON is the only manufacturer that provides this energy saving heating/cooling recovery feature as a packaged product. This saves the customer considerable expense of purchasing the heat wheel from a separate supplier and having it properly installed and integrated into the control system at the jobsite.
- **U.S. Patent No. 5,839,505** Dimpled Heat Exchange Tube Issued Nov. 24, 1998 the highly engineered and tested "dimples" in the gas heat exchanger tubes provide a number of benefits to the design and the customer. The dimples enhance the mixing of the gas and air to provide combustion of the mixture in the tube with a considerably shorter length than would otherwise be required. This yields a more compact assembly. The design also avoids the use of internal "turbulator" strips that are used in many competitive designs. These turbulators are usually corroded and consumed after a number of years of operation leading to reduced performance and burner efficiency problems.
- **U. S. Patent No. 6,431,979** Wall Curb for HVAC System Issued August 13, 2002 A wall curb for attachment to the exterior wall of a building to removably secure a wall mounted HVAC unit to the exterior surface of the wall. The wall curb serves to attach the supply air duct from within the building to the supply air opening of HVAC unit and to attach the return air duct from within the building to a return air opening of the HVAC. An alternate embodiment of the invention includes an outside air opening with a controllable damper for regulating the ratio of outside air verses return air from the building that enters the HVAC unit.
- **U. S. Patent No. 6,437,469** Heat dissipating collar for motor Issued August 20, 2002 A heat dissipating collar for a motor that consists of two identical halves and removably secured together at their two sets of mating ends. Each half has a base portion, respectively, with an arcuate internal surface, respectively, that rests against and receives heat from an exterior surface of the motor. Each of the halves is provided with a plurality of spaced apart, tapered fins radiating outwardly from the base portions so that heat received from the motor by the base portions is transferred from the base portions to the fins and dissipates to the surrounding air from the fins. Each fin is secured to the base portion of its respective half and extends outward from the base portion aligned with and parallel to the longitudinal axis of the collar.
- **U.S. Patent No. 6,715,312-** De-superheater for evaporative air conditioning Issued April 6, 2004 An evaporative condensing air conditioning system employing a de-superheater and mist eliminator located between the air fan on an evaporative cooler and a spray tree that delivers water as a coolant on the exterior surfaces of a condenser coil. The de-superheater receives superheated coolant gas from the compressor of the air conditioning system where air traveling on the outside of the de-superheater coil removes heat from the coolant gas located within the de-superheater coil to the point where the coolant is still a gas but is no longer superheated. The coolant gas then exits the desuperheater and flows into the evaporatively cooled condenser coil where the coolant is further cooled and condenses into a liquid before finishing the air conditioning circuit by consecutively moving through an optional coolant receiving chamber, a thermal expansion valve, an evaporator, and returning to the compressor. The result is reduced refrigerant temperatures in the wetted section of the evaporative condenser, reduced water consumption, and reduced tendency to form scale on the tubes in the wetted section.

## Case 4:24-cv-00019-CVE-SH Document 2-1 Filed in USDC ND/OK on 01/12/24 Page 62 of 64

- U. S. Patent No. 6,729,096 System for installing suspended ceiling Issued May 4, 2004 A system for installing suspended ceilings in large commercial buildings employing t-shaped main and intersecting branch ceiling joists. The main joists are suspended from the purlins of the building by upper brackets that secure to the purlins and by lower brackets that secure to the joists. Rods that are adjustable in length attach the upper brackets to the lower brackets to thereby suspend the joists below the purlins. To install the joists, the rods are adjusted in length so that all the joists are level and are suspended at the desired height within the building. The main joists are spaced approximately 8 feet apart from each other, and the branch joists are spaced.
- U. S. Patent No. 6,792,767 Controls for air conditioner Issued September 21, 2004 AAON D-PAC A control system for a HVAC unit for controlling the humidity and temperature of interior building space at desired levels regardless of the outside temperature and humidity conditions. This system is more efficiently so that it operates with less energy consumption than current HVAC systems. The control system employs a combination of modulated return air bypass, modulated capacity compressor, and modulating hot gas reheat to maintain proper interior space humidity, and temperature while maintaining adequate ventilation within the interior building space. The system employs feed forward control to prevent overheating the interior building space with reheat and also, once humidity requirements are met, resets low pressure limit settings at the exit of the evaporator to minimize use of reheat in the operation of the unit.
- U.S. Patent No. 6,802,543 Door Handle Issued October 12, 2004 A door handle system for a door employing a plurality of door handles that operate in unison. Each door handle comprised of a lever with a perpendicular shaft, and the shaft extending through sequentially and securing together the following additional elements of the door handle to insure that the latch mechanism rotates together with the lever; a sealing washer, snap bushing, handle opening through the door, second bushing, collar and latch mechanism. An arm provided on each latch mechanism that attaches to a common bus bar. An outwardly extending tongue provided on each latch mechanism for engaging either a door facing or a tongue receiving bracket attached to the door facing to latch the door in a closed position. A lock bracket on the door with a lock opening to align with a lock opening provided the lever for padlocking the lever closed.

## **Patents Pending:**

## Air Damper

Application No. 13/483,121

Filed: 05/30/2012

## **High Mixing Air Diffuser**

Application No. 13/674,214

Filed: 11/12/2012

## **Literature Change History**

## **April 2017**

AAON Inc. Rooftop Freight Rates table updated.

## **June 2017**

WSHP Freight Information, Quick Ship Request, Pre-Lien Notices and Mechanic Liens, and Outside Net Items sections updated.

## January 2018

Added Submittal Approval Process and Shipping Policy for Line 5 Equipment. Updated State & City Sales Tax tables for AAON Tulsa and Longview Products. Updated Tulsa & Longview Order Entry Requirements email address for all products. Canada Freight Rate table updated for new rates.



# Policy Manual for Sales Representatives Rev. 180115

It is the intent of AAON to provide accurate up-to-date specification data. However, in the interest of ongoing product improvement, AAON Inc. reserves the right to change specifications and/or design of any product without notice, obligation, or liability

AAON and AAONAIRE are registered trademarks of AAON, Inc. All other trademarks and registered trademarks are the property of their respective owners.

AAON products are covered by one or more of the following U.S. Patents: 5,738,167; 5,826,641; 5,839,505; 6,431,979; 6,437,469; 6,715,312; 6,729,096; 6,792,767; 6,802,543